



## TANZANIA TELECOMMUNICATIONS CORPORATION

### CONTRACT FOR PROVISION OF INTERNET SERVICES THROUGH FIBER OPTIC TECHNOLOGY TO RESIDENTIAL HOUSE.

This contract is between Tanzania Telecommunications Corporation established under the laws of Tanzania with its registered officer at 12th Floor, Extelecoms House, 32 Samora Avenue P. O. Box 9070 Dar es Salaam herein after referred to as the "Services Provider"

And a private citizen in the United Republic of Tanzania herein after referred to as the "Customer"

**NOW THEREFORE** the Parties to the Contract agree as follows: -

1. The Services Provider shall provide the internet services via Fiber Optic Technology to the customer and the Customer has accepted the services at monthly cost.
2. The shared internet speed shall be per second. And at any time the Customer can apply to the Service Provider for lower speed or increase speed.
3. The Services Provider shall install the internet services to the Customer free of charge at the condition that the Customer shall purchase the internet monthly through a control number shared with the customer through his mobile phone number or any other agreed mode of communication.
4. In case the customer fails to request a "control number" and recharge the services for 90 consecutive days, the services provider shall interpret that the contract has terminated at the fault of the customer. The Service Provider shall recover, the cable, poles, and routes installed in the customer premises without further notice.
5. The equipment supplied to the Customer shall at all the time remain the property of the Service Provider. The Customer shall not at any time claim the ownership of the equipment. The Customer shall not be allowed to sell, use the equipment as the collateral, rent or allow persons who are not resident in the Customer's house to access the password provided to the Customer.
6. In case the Customer is moving from one premise to the other, the Customer shall provide a 30 days' notice before the date of re-locating to the Services Provider. The Service Provider shall be at liberty to re-locate the equipment to the new Customers house/premises or re-assign the equipment to the new resident of the house which the Customer has moved out. The Service Provider does not warrant to connect the services to the Customer's new premise.
7. After the connection of services, the Customer shall provide access to the Service Provider staff upon request to access the device(s) for routine maintenance.
8. The service provided to the Customer is for personal use. The Customer is strictly prohibited to resell the internet to any other person in any form including but not limited to providing WI-FI password, sharing monthly bills as consideration etc. On the judgment of the Services Provider that the Customer is reselling the services to the other person (s) the Services Provider shall have the power to recover the equipment from the customer's premises and the action shall be deemed to violation of contract terms and will be subject to appropriate legal actions.



## TANZANIA TELECOMMUNICATIONS CORPORATION

9. The equipment shall be installed in the Customer premise in a place not reachable by children and safe for the use.
10. Only one router shall be installed at the Customer's premise, in case the customer needs more than one router to be installed in his premise, the Customer, shall be responsible to hire a Contractor to install local area network (LAN) to facilitate the connection of other WI-FI devices.
11. A Customer agrees to use FTTH service in compliance with all applicable Laws and Regulations of the United Republic of Tanzania thus detection of any misuse/abuse, breach of content, fraud could lead to termination/suspension of FTTH Services.
12. A Customer shall be responsible to maintaining router and associated equipment with great care, taking reasonable precautions to avoid damage, loss, or theft. If determined that equipment has been mishandled, a Customer shall bear the cost of replacement.
13. All maintenance shall be accommodated by Service Provider, a Customer shall not make any alternation or modification to the equipment /use it in any purpose which is not designated to.
14. In the case the device is not working as expected, a Customer shall report to a nearby Service provider office. The maintenance of the device will be performed at Service Provider's cost unless determined otherwise and within defined timelines.
15. TTCL shall suspend FTTH service to a Customer upon Customer's request, if required by Law, Court, Government, or Regulator, due to technical and safety issues, upgrades from time to time, or Service Provider's decision to cease the provision of services, and this will be done with reasonable notice to the Customer.
16. Neither party shall be liable to the other for inability to perform or delayed performance in terms of the agreement, should such inability or delay be arising from any cause beyond the reasonable control of such party, provided that the existence /happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (hereinafter referred to as "a Force Majeure Event").
17. For the purpose of this clause a Force Majeure Event shall without limitation of the generality of the foregoing, explosions, theft, war (whether declared or not), invasion, earthquake, lightning, network vandalism, act of local or national government, martial law or any other cause beyond the reasonable control of the party effected.
18. By using Service Provider's services, you agreed to the terms and conditions provided here in and they shall be enforceable against you.
19. For any inquiries or faulty, please call our Call Center at **100 or 0222 100 100** or visit the nearest TTCL office for further assistance.
20. The contract shall be governed by the laws of Tanzania.

### **ACKNOWLEDGEMENT**

I hereby acknowledge that I have read, understood, and agree to all Terms and Conditions outlined by TTCL. I consent to provision of FTTH services and accept all responsibilities and obligations as a customer. I understand that failure to comply with these terms may result in the suspension or termination of services.



# TANZANIA TELECOMMUNICATIONS CORPORATION



# TANZANIA TELECOMMUNICATIONS CORPORATION