

terms and conditions for Web Builder

1. Service Description

- 1.1 The Web Builder – hereinafter referred to as Service – is a drag and drop site builder tool aimed at providing an all-in-one web presence solution. It enables users to easily create their websites, mobile sites and their Facebook business pages.
- 1.2 The Service may be ordered online at <http://ebeneaccelerator.intnet.mu/> or at Ebene Accelerator's locations.
- 1.3 Eligible customers are Small to Medium Enterprises (SMEs) with an annual turnover not exceeding fifty million Mauritian Rupees. The SME must have a registered company since one year and must provide their National Identity Card (NID), Business Registration Number (BRN), company profile/business plan, certificate of incorporation, a proof of address, and a proof of their last turnover on registration.
- 1.4 The Customer may use the Service only for its own internal use and the Customer may not resell or distribute the Service, unless expressly stated in writing to the contrary.

2 Product Offer

- 2.1 There are 2 types of offers available with the Service:
 - 2.1.1 Web Essential
This offer consists of a 3-page website and a 3-page mobile site.
 - 2.1.2 Web Expert
This offer consists of a 5-page website and a 5-page mobile site.

3 Service Provisioning

- 3.1 The Customer shall nominate a representative who has appropriate knowledge and authority to discuss and implement the Customer's website strategy.
- 3.2 The Customer shall be responsible for providing website content including text, photos, videos, and any other related information.
- 3.3 The Customer unconditionally guarantees that any website related content provided to Ebene Accelerator is owned by the Customer, or that the Customer has permission from the rightful owner to use these contents and that the inclusion of such material on the Customer's website would not constitute a criminal offence.
- 3.4 Following signature of the Order Form, and provided all content related information is provided to Ebene Accelerator, a design mock-up will be provided to the Customer within fifteen (15) working days for validation. The Customer shall be required to approve the design mock-up within five (5) working days or within such time as may be agreed in writing with the Customer. If the Customer does not respond to the request for approval within the agreed timescale, Ebene Accelerator will freeze the design of the Customer's website.
- 3.5 Should the Customer fail to provide website related content, Ebene Accelerator reserves the right to extend agreed deadlines for completion of the website.
- 3.6 The Customer shall be responsible for updating the website on an on-going basis beyond any content upload agreed in the offer. The maintenance agreement includes ten (10) amendments or updates per year. Further modifications shall be charged.
- 3.7 The Customer shall, at all times, be bound by and shall fully observe and comply with any and all Third Party Vendor terms and conditions of use whether or not attached to these Specific Terms, including any variations and/or amendments thereto, that is howsoever and/or whensoever notified to the Customer by such third party or by Ebene Accelerator.
- 3.8 The Customer acknowledges and agrees that it shall be a condition for the Service to be rendered or continue to be rendered (as the case may be), for the Customer to agree to and be bound by and to fully observe such Third Party Vendor terms.

4 The Web Build Service

- 4.1 Ebene Accelerator has partnered with Mauritius Telecom Ltd (MT) to provide the Service. This partnership includes payment collection of the Service on MT's fixed line bill for Customers owning a fixed line at MT. In case the Customer does not own a fixed line at MT, he/she will be provided with a unique Service Number, under which he/she shall be billed for the Service.
- 4.2 The hosting services are included in the subscription fee and performed on a best effort basis.
- 4.3 Ebene Accelerator and any of its partnering clients will not incur any liability due to breach of, bad performance, late performance or non-performance of the hosting services as these are performed on a best effort basis.

4.4 Ebene Accelerator and/or its partner shall implement appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or deterioration and against unauthorized disclosure, abuse or other processing in violation of the provisions laid down in the Act on Processing of Personal Data.

5. Customer Obligations

- 5.1 MT provides a number of design templates for use by the Customer. These designs are at the Customer's disposal on a non-exclusive basis.
- 5.2 MT retains all rights for the web designs in question, also in the case of user-generated content within the website. Hence, the Customer has no right to distribute or copy the design templates. If MT is compelled to change or remove any of the design templates, MT cannot be held responsible for any losses on the Customer's accounts.
- 5.3 The Customer is not allowed to use illegal content on or through the Service. Illegal content includes content, which is used without the proper rights. This rule applies to pictures, movies, links, texts, etc. Likewise, the Service may not be used to show offensive or obtrusive content such as pornographic material, pornographic pictures or other content, which can be viewed as offensive. MT and/or its partner hold the right to assess these matters based on its own judgment. Websites in violation of these rules will be closed without notice whether or not the site is managed by more than one party or is in any ways infiltrated by a third party.
- 5.4 In any case of severe exploitation of free traffic associated with the sites, MT and/or its partner reserve the right to discontinue the subscription in question or, as a secondary solution, place a limitation on the bandwidth used for the given subscription.
- 5.5 Where MT and/or its partner issue the Customer with a set of usernames and passwords, these are essential for the Customer's secure use of the Service and must be kept confidential, secure and only used in accordance with all relevant instructions. If the Customer believes that any username or password has become known by someone not authorised to use it, or if any password is being or is likely to be used in an unauthorised way, it must inform MT and/or its partner immediately.
- 5.6 It is forbidden to send large number of emails via MT's email system. It is also prohibited to send spam (junk) mail. In case of violation based on illegal content or spam mails, MT reserves the right to inform relevant authorities and to provide log information to them.
- 5.7 In addition to this Terms and Conditions, the Customer will be bound by the terms and conditions of the registry responsible for providing the domain names.

6. Billing and Payment

- 6.1 Ebene Accelerator in association with MT will bill the Customer on either the Customer's MT fixed line number or else on a unique Service Number.
- 6.2 MT shall send bills to the address notified by the Customer to MT and/or its partner.
- 6.3 MT shall not be held responsible for undelivered bills and the customer should immediately notify MT of any delay or non-receipt of bills.
- 6.4 Payment is due on the date specified on the bill.
- 6.5 The monthly bills shall become payable within 28 days from the date of issuance of the bill failing which, a once-off surcharge of 10% shall automatically be applicable on any outstanding balance without the necessity for the fulfilment of any judicial or extra-judicial formality.
- 6.6 If the invoice and surcharge remain unpaid after a further period of 14 days, MT may disconnect the Service, including the domain name. MT reserves the right to make the domain name available to a third party.
- 6.7 The payments to be made and the disconnection shall not require the fulfilment of any judicial or extra-judicial formality.
- 6.8 As part of its credit management procedures, MT may at any time:
 - a) Set a credit limit on the amount of consumption. When the Customer has reached the credit limit, MT may decide to block all the Services to the Customer; and/or
 - b) MT may ask the Customer for payment in advance before Service is provided.
- 6.9 If the Customer disputes any charge on a bill, the Customer must first settle the disputed invoice as raised by MT by the due date. The Customer must notify MT in writing within 14 days of the date of the bill with all relevant information.
- 6.10 The Customer shall notify MT immediately of any change in his/her billing information provided. Failure to communicate any change in such information to MT promptly shall discharge MT of its obligations without any liability.

7. Termination

The Customer shall give not less than thirty (30) days' notice in writing of its intention to terminate this Agreement. Termination will be effective within fifteen (15) working days from the date of receipt of the Customer's request.