

specific terms and conditions for Orange Decouverte and Orange Decouverte Plus

1 Definition of Terms

- 1.1. In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:
- i. "General Terms": means TP's General Terms and Conditions of Service;
 - ii. "Minimum Subscription Period" means a period of twelve (12) months or such other period as may be stipulated by TPs the minimum subscription period before or when the Customer applies for the Service;
 - iii. "Service" means the provision by TP to the Customer of Orange Decouverte and Orange Decouverte Plus and includes such other service or facility relating thereto provided by TP from time to time which TP designates as a service or facility in relation to which these Specific Terms and Conditions shall apply;
 - iv. "TP" means Telecom Plus Ltd

The words and expressions used in these Specific Terms which are defined in the General Terms but are not defined in these Specific Terms shall have the same meanings as defined in the General Terms unless the context otherwise requires.

2 Service Description

TP shall provide the following Services to the Customer:

- i. Orange Decouverte: ADSL 256k,3G
- ii. Orange Decouverte Plus: ADSL 256k,3G bundled with Laptop/Netbook offered by Cash & Carry Ltd

3 Charges

In the event that the Customer exceeds his monthly data usage allowance, excess data usage will be charged at rates prescribed by TP. TP shall cap the maximum excess data charges to Rs1,250 monthly (incl of VAT)

4 Minimum Subscription Period

- i. The Customer shall not terminate the Service until after the expiry of the Minimum Subscription Period.
- ii. In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Customer for any reason whatsoever or by TP as a consequence of any breach by the Customer of any of the obligations or duties of the Customer, then notwithstanding any provision to the contrary in the General Terms, then, the Customer shall pay TP a penalty fee equivalent to three (3) months rental (VAT incl).

5 Changes in Usage Plan

If the Customer wishes to change any usage or fee plan applicable to any Service during the first four (4) of subscription, the Customer shall give written notice thereof to TP. In the event that TP consents to the change in usage or fee plan, the Customer shall forego any free rental(s) from the Service and shall have to pay TP the applicable monthly rental.

6 General

The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on TP under these Specific Terms shall be additional to the rights and protections conferred on TP under the General Terms and any other terms and conditions agreed or accepted by the Customer.

