

# terms and conditions

## for Orange ADSL

### 1. definition of terms

In this contract, the following terms shall have the respective meanings assigned to them (words in the plural include the singular and vice versa):

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| Contract                      | Contract means this contract comprising the Terms and Conditions and the Orange ADSL Subscription Form.   |
| TP                            | TP shall mean Telecom Plus Ltd whose registered office is situated at Level 4, Telecom Tower, Edith Cavell Street, Port Louis.  |
| Customer                      | Customer means the person or company so named on the Orange ADSL Subscription Form. In the event the telephone line of the Customer is classified as a residential line by Mauritius Telecom, he shall be referred to as a Residential Customer. If the telephone line of the Customer is classified as a business line by Mauritius Telecom, the Customer shall be referred to as a Business Customer. |
| Service                       | Service means access to the Internet via the ADSL network and shall include any value-added features that may be added thereto by TP from time to time. The Service is also known by the commercial name "Orange ADSL" and is provided by TP.   |
| Exchange Zone                 | Exchange Zone is a zone around an exchange of Mauritius Telecom within which the Service may be made available depending on the technical configuration and specifications/conditions of the access network.  |
| ADSL network                  | ADSL Network means the access network that have been set up by Mauritius Telecom and which is based on the ADSL (Asymmetric Digital Subscriber Line) technology.  |
| PSTN                          | PSTN means Public Switched Telephone Network  |
| Orange ADSL Subscription form | Document submitted to the Customer during his subscription to the Orange ADSL Service and containing the particular conditions describing the present Terms and Conditions.   |
| User                          | User means anyone making use of the Service provided to the Customer.   |
| Login name                    | Login Name means any number or alphanumeric symbols or characters assigned by TP to the Customer as Login Name, Login ID, User Name or User ID (whether or not applied for or selected by the Customer) to be used by the Customer, in conjunction with the Password, to access the Service.  |
| Password                      | Password means any number or alphanumeric symbols or characters initially assigned by TP to the Customer as the password (including any changes thereafter whether or not selected by the Customer) to be used by the Customer, in conjunction with the Login Name, to access the Service.  |
| Internet                      | Internet means the global data network comprising interconnected networks using the TCP/IP protocol suite.  |
| Internet Standards            | Internet Standards means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123, and 1250 and any other applicable protocols and standards.  |
| Domain Name                   | Domain Name means a name registered with an Internet registration authority for use as part of the Customer's URL   |
| Fair Usage Policy             | A Fair Usage Policy is a method of network management that ensures that Telecom Plus delivers the best possible service at all times to its Customer.   |
| URL                           | URL means a uniform resource locator, which is the full address for a web site.   |
| Commencement Date             | Commencement Date means the date of commencement of the Service.  |
| Minimum Subscription Period   | Minimum Subscription Period means any period as may be stipulated by TP as the minimum subscription for which the Customer commits to use the Service when he subscribes to the Service.  |
| LAN                           | A local area network (LAN) is a group of computers and associated devices that share a common communications medium (line or wireless) and typically share the resources of a single processor or server within a small geographic area (for example, within an office building or home).   |
| MT                            | MT shall mean Mauritius Telecom Ltd whose registered office is situated at Level 18, Telecom Tower, Edith Cavell Street, Port Louis.  |

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| CPE          | CPE mean Customer Premises Equipment.   |
| Session      | Session Timeout is the time after which a user, is disconnected by the system. When a user has successfully logged on the system, his session will terminate after the number of hours set by the Session Timeout if he does not manually disconnect before the end of that period. The user has to reconnect either manually or automatically depending on how his system is configured.                             |
| Access Speed | Any access speed refers to the maximum speed achievable with this service under ideal conditions and the Customer acknowledges that the actual speed may differ from the theoretical speed. Speeds may vary for reasons which include but are not limited to third-party network congestion, third party supplier line interference, Internet congestion, errors in configuration of Customer equipment or any other. |

### 2. object

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| 2.1 | The present Contract defines the terms and conditions under which TP provides the Service to the Customer and under which the Customer accesses and uses the Service. |
| 2.2 | The signature of the Orange ADSL Subscription Form implies the acceptance of the present terms and conditions.  |

### 3. service provision

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| 3.1 | The Orange ADSL Subscription Form needs to be signed by the Customer before the Service is made available.   |
| 3.2 | TP shall provide the Customer with the Service as specified on the Orange ADSL subscription form as per the terms and conditions of this Contract.   |
| 3.3 | TP will use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and TP shall not incur any liability for any failure to meet any date.   |
| 3.4 | In consideration of the payment by the Customer of the charges, fees and/or rentals, TP shall provide the Service during the continuance of this Contract subject to the compliance by the Customer with all the terms and conditions set out in this Contract.  |
| 3.5 | TP reserves the right to cancel or to delay the provision of the Service to a Customer, if the Service is not likely to be effected in satisfying conditions for the Customer or for the Customers already connected, or if TP has reasonable grounds to believe that the Customer is likely to use the said service for unlawful purposes or for purposes which constitute a breach of Contract.  |
| 3.6 | The Customer acknowledges that it is technically impracticable to provide a fault free Service. TP shall however use its best endeavours to repair any reported faults as soon as it reasonably can.   |
| 3.7 | TP reserves the right to: <ul style="list-style-type: none"> <li>(a) for operational reasons, change the codes or the numbers allocated to the Customer or the technical specification of the Service to match changes in the network infrastructure.</li> <li>(b) suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so TP will give as much online, written or oral notice as is reasonable practicable. TP will restore the Service as soon as it reasonably can after the suspension. TP will not be liable for any prejudice suffered by or caused to the Customer as a result of the suspension of the Service.</li> <li>(c) give the Customer instructions which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by TP to the Customer or to any other Customer.</li> </ul> |
| 3.8 | The Business Customer will nominate a System Administrator to be the single point of contact with TP for all matters relating to the Service.  |

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| 3.9 | The Customer understands and agrees that the services are subject to immediate termination without compensation for non-compliance with the terms and conditions in this Contract. Furthermore, the Customer will be responsible for the full amount of any consequential damages this may cause. |
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### 4. minimum subscription period

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| 4.1 | The Service shall be provided with a Minimum Subscription Period as stipulated by TP on Customer's application form.                                   |
| 4.2 | 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 terms and conditions in this Contract, the Customer shall pay to TP

- (a) the charges, fees and/or rentals up to the end of the Minimum Subscription Period.
- (b) the charges, fees and/or rentals due till the date the Service is terminated.

## 5. access to the service

- 5.1 Any connection to the Service shall be made only through a PSTN telephone line and the telephone number shall be as indicated by the Customer in the Orange ADSL Subscription Form.
- 5.2 Access to the Service shall be provided only through the PSTN telephone line indicated on the Orange ADSL Subscription Form.
- 5.3 Where the case arises, the Customer shall procure for the provision and installation of a fixed PSTN telephone line through which the Service will be provided.
- 5.4 The provisions of MT's Terms and Conditions for fixed PSTN line shall apply (including but not limited to the provisions relating to the installation, relocation, inspection of the Line, or repair of the Line) on the PSTN telephone line being used for the Service.
- 5.5 Any connection to the Service is subject to the following:
  - (a) The Customer premise to be located within an Exchange Zone.
  - (b) Technical compatibility of the ADSL CPE equipment with the ADSL Network.
  - (c) The Customer's micro-computer to be compatible with the ADSL CPE equipment. The Customer's micro-computer must be equipped with a CD ROM Drive.
  - (d) Availability of lines and tests being carried out for the Service to be successful.
- 5.6 A dynamic IP address shall be allocated for each connection to the Service. This IP address is for use in connection only with the Service and all rights in the IP address belong to TP.
- 5.7 A Login Name and Password will be assigned to the Customer to access and use the Service through his telephone line and an ADSL modem.
- 5.8 Access to the Service is possible only after activation of the Login Name and Password by TP.
- 5.9 Access to the Service is possible 24 hours a day, 7 days a week, except in case of Force Majeure or in case of an event beyond the control of TP or in cases of outage due to interventions and maintenance necessary for the proper functioning of the Service.
- 5.10 The Service shall be periodically interrupted, after a maximum of 8 hours after the start of a session.
- 5.11 The Customer is responsible for the installation of suitable computer hardware, software and telecommunications equipment (ADSL modem, cables, filter, etc) and services necessary to access and use the Service.
- 5.12 The Residential Customer agrees that there should be no more than one computer connected to the ADSL network for an optimum use of its ADSL connection. In the event the Residential Customer has on his residential premises a LAN involving more than one computer, he shall then take the full responsibility for any possible negative impact on the quality of the ADSL service provided by TP.
- 5.13 TP reserves the right to bill the Customer in cases where telecommunications service repairs are needed due to deterioration or interruption of the telephone service or the Service resulting from installations made by the Customer.
- 5.14 The Business Customer can access from his micro-computer, a screen on a test server which indicates and validates connectivity through the ADSL network.
- 5.15 The Customer shall use the Orange ADSL Connection Kit provided by TP to get access to the Service. The use of the software from the Orange ADSL Connection Kit provided by TP implies that the Customer accepts the license conditions that come with the installation manual.
- 5.16 The rights for access and use of the Service are non-exclusive and non-transmissible.
- 5.17 Characteristics of the Service include the following:
  - (a) ADSL connection
  - (b) A downstream bandwidth from the network to the Customer and an upstream bandwidth from the Customer to the network as defined in the Orange ADSL Subscription Form.

## 6. traffic policy

- 6.1 ADSL is a shared access service depending upon local and international scarce connectivity resources. Telecom Plus intends to provide to all Users a reasonable level of service and distribute bandwidth among them. This is why depending on the type of ADSL subscription that the Customer has chosen, TP may apply dynamically an allocation of the available resources.
- 6.2 Access Speed  
ADSL is a best effort service and no guarantee will be made regarding the speed of access.
- 6.3 A monthly data usage allowance will be applied to some Orange ADSL Home and Orange ADSL PRO offers so that Telecom Plus can equally distribute the bandwidth available among its Customers. A monthly data usage allowance is the total amount of data the Customer can download (receiving emails, web pages and files) or upload (sending emails and files) through his broadband connection each month. This data usage allowance applies to a calendar month and does not get carried over to the next month.  
In the event that the Customer exceeds his monthly data usage allowance, excess data usage will be charged at rates prescribed by Telecom Plus.
- 6.4 Orange ADSL packages are intended for normal Internet access purposes (recreational, educational or search for information) by our Customers. Because of Telecom Plus' commitment to provide the best possible service at all times to all its ADSL Customers, a Fair Usage Policy is applicable on all Orange ADSL services. The application of the Fair Usage Policy (FUP) ensures that Customers act reasonably when using the service and hence that an acceptable standard of service in terms of download speeds will be provided

across all Orange ADSL services. Telecom Plus will continually measure the performance of its broadband network and take steps to restrict the download speeds will be provided across all Orange ADSL services. Telecom Plus will continually measure the performance of its broadband network and take steps to restrict the download speeds of very heavy users, should their activities significantly contribute towards the risk of reduced speeds being experienced by the majority of our ADSL customers.

## 7. equipment

- 7.1 Any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety, and security procedures applicable to the use of that equipment.
- 7.2 Any equipment that is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant legislation.
- 7.3 TP is acting only as a reseller or licensor of any hardware, software and equipment (collectively, the "Equipment") offered under this Contract that was manufactured by a third party. TP shall not be liable for any changes in Service that cause Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Service. Any malfunction or manufacturer's defects of Equipment, either sold, licensed or provided by TP to the Customer or purchased directly by the Customer used in connection with the Service will not be considered a breach of TP's obligations under this Contract.
- 7.4 Any rights or remedies the Customer may have regarding the ownership, licensing, performance or compliance of Equipment are limited to those rights extended to the Customer by the manufacturer of such Equipment. The Customer is entitled to use any Equipment supplied by TP only in connection with the Service.
- 7.5 The Customer shall use his best efforts to protect and keep confidential all intellectual property provided by TP through any Equipment and shall make no attempt to copy, alter, reverse engineer, or tamper with such intellectual property or to use it other than in connection with the Service. The Customer shall not resell, transfer, export or re-export any Equipment, or any technical data derived therefrom, in violation of any applicable Mauritian or foreign law. The Customer shall be responsible for TP equipment on the Customer's premises and shall not add to, modify or in any way interfere with the TP equipment. The Customer shall be liable to TP for and shall insure (under an all risks policy) against any and all loss of damage to TP equipment howsoever occasioned or caused, except in so far as any such loss or damage is attributable to the negligent or wilful act or omission of TP, its agents or subcontractors.
- 7.7 Unless otherwise provided in the Contract, ownership (both legal and beneficial) of TP equipment shall be retained by TP at all times and the Customer will not remove or alter in any way any identification mark on any part of the TP equipment showing that it is owned by TP. On all occasions when the ownership of the TP equipment is in issue, the Customer shall make clear to third parties that the same is the property of TP.

## 8. use of the service

- 8.1 A dynamic IP addressing is used for the Service and the Customer shall not use the Service to provide access to Internet Servers hosted in its premises.
- 8.2 The Customer shall not use the Service:
  - (a) for any unlawful purposes such as, but not limited to, vice, gambling or other criminal purposes whatsoever or any other activities which are contrary national security, public order and morality; or
  - (b) for persistently sending messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whomsoever;
  - (c) to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights
  - (d) to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
  - (e) attempt to gain access to any computer system connected to Internet without authorization by the owner of the computer system; and
  - (f) to access information or resources which are private to individuals and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and information.
  - (g) share or allow to be shared the Service and/or Equipment with any person or corporation whomsoever without the prior written approval of TP and shall use the Service only for the purpose for which it is subscribed.
  - (h) assign or dispose of in whole or in part any rights or obligations herein contained without the prior written approval of TP. Any purported assignment or disposal without such written consent shall be null and void and of no effect.
  - (i) other than in accordance with the Acceptable Use Policies of any connected networks and the Internet Standards.
  - (j) for business purposes, in the event he is a Residential Customer
  - (k) to make excessive use of bandwidth intensive services contrary to Fair Usage Policy that may negatively impact on the rest of the Orange ADSL Customers who only make use of their ADSL service for normal Internet Access purposes

## 9. use of software

- 9.1 TP makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/ or arising out of the Software used by the Customer. The Customer shall have no remedy against TP for defects in the Software. In no event will TP be liable to the Customer for any damages whatsoever, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the Customer's use or liability to use the Software, even if TP or any

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|     | of its authorised representative has been advised of the possibility of such damages, or for any claim by any other party whomsoever.  | 11.12 | If the Customer forgets or loses a password or User ID, to be able to obtain the same, the Customer must come in person with his identity card (or any other alternative proof of identity e.g passport, valid driving license) to any Orange Shop of Mauritius Telecom. |
| 9.2 | The Customer shall satisfy himself as to the suitability of the Software for his needs. In addition, he shall also be responsible for ensuring the compatibility of the Software for use in any equipment which may be used or owned by him.     | 11.13 | TP reserves the right to suspend User ID and Password access to the Service if at any time TP considers that there is or is likely to be a breach of security.   |
| 9.3 | In the event that changes are introduced to TP's network, TP shall not be responsible to ensure that the Software will continue to be compatible with TP's network and the Customer shall have no claim whatsoever against TP arising therefrom. | 11.14 | TP reserves the right (at its sole discretion) to require the Customer to change any or all of the passwords used by the Customer in connection with the Service.  |
| 9.4 | The Customer shall strictly comply with and ensure compliance by his servants and agents with all instructions or notices in whatever form and through whatever means given by TP from time to time regarding the use of the Software.           | 11.15 | The Customer upon learning that any person has acquired knowledge of the Customer's Password or has used the Customer's Password to access or utilise the Service or effect any transaction (whether with or without the knowledge and consent of the Customer) shall:   |

## 10. TP's rights and obligations

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| 10.1  | TP shall have the right to examine the use(s) to which the Service is put by the Customer and to disclose such use to authorised parties for legal or statutory purposes, in order to identify misuse or abuse of the Internet, or to ensure the smooth running of and identify faults in its network and the rest of the Internet.   | 11.16 | (a) immediately notify TP thereof;  |
| 10.2  | TP reserves the right to manage and control the access to systems and data stored in a manner deemed appropriate by TP.   | 11.17 | (b) provide TP with any other information relating thereto as TP may require.   |
| 10.3  | TP shall give instructions about use of the Service which TP thinks reasonable to be necessary in the interests of safety, or of concern to the quality of service to TP's other Customers and any such instructions shall, whilst they are in force, be deemed to form part of this Contract.  | 11.18 | The Customer must immediately inform TP of any changes to the information the Customer supplied when registering for the Service.   |
| 10.4  | Access to the Service may be occasionally restricted to allow repairs, maintenance and upgrades in which case TP will use all reasonable endeavours to provide the Customer with advance notice of such restriction;  | 11.19 | The Customer shall send to TP's Orange Shop at least 1 month prior notice to any change in the billing telephone number or the billing address. Failure to do so may lead to an accumulation of telephone bills and may be considered as a breach of contract. The Customer shall also ensure, in case the billing telephone number is not on his/her name, that appropriate authorisation has been obtained from the renter of the said telephone line for use as Internet billing telephone number. |
| 10.5  | TP shall have the right at any time and upon reasonable notice to send an engineer to the Customer's premises to undertake any necessary maintenance.   | 11.20 | The Customer shall send to TP's Orange Shop one week prior notice in writing for any change he wishes to make in his subscription details such as login, password. For subscription details like login and password, the Customer is entitled to a maximum of two changes per month.  |
| 10.6  | The Customer hereby agrees that TP may refer to the Customer, by company or trading name, and to the existence of this Contract in any marketing or promotional materials.  | 11.21 | The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.   |
| 10.7  | TP reserves the right to manage and control access to any computer or any TP System or any computer linked to any TP System and any data stored therein, in a manner deemed appropriate by TP, and to delete any data (whether belonging to, provided or stored by the Customer or otherwise), notwithstanding that such access and the storage of such data is a requirement or constitutes a part of the Service. | 11.22 | Unless otherwise specified in the terms and conditions, the Customer is responsible for backup of its own files and TP does not offer recovery facilities as a service to the Customer.   |
| 10.8  | TP shall maintain and control ownership of all IP numbers and addresses that may be assigned to the Customer by TP and TP reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.  | 11.23 | The Customer shall be responsible for ensuring that the data retained or stored by or for the Customer on any TP System does not exceed the storage capacity allotted to the Customer by TP from time to time.  |
| 10.9  | TP reserves the right to disconnect the Service in case of a breach of Contract. TP shall not be liable for such disconnection.   | 11.24 | The Customer shall keep the equipment belonging to TP, if any, in good condition, fair wear and tear only excepted, and shall be fully responsible for the loss or damage to the same howsoever caused. In the event that this agreement is terminated, the Customer shall remain responsible for the safe custody of any equipment belonging to TP until such time that the same is recovered by TP.   |
| 10.10 | TP shall not have any obligation or duty to review or edit (periodically or otherwise) the data stored in any computer or any TP System or any computer linked to any TP System.  | 11.25 | The Customer shall provide at his own expense, when so required by TP, all facilities and/or resources whatsoever necessary for the proper installation, operation and maintenance of the service and/or equipment, such as, but not limited to, power points, electricity, conduits, pipes, access or license.   |

## 11. customer's obligations

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| 11.1  | The Customer shall at all times use the Service in accordance with the present terms and conditions and shall indemnify and hold harmless TP from any liability or losses incurred by reason of breach of this clause.  | 11.26    | The Customer shall permit TP's authorised personnel to enter and remain on the Customer's premises and every other place under his control at all times and for any reasonable lapse of time for the purpose of carrying out any inspection which TP deems necessary for the purpose of this agreement or to recover any equipment belonging to TP upon termination of this agreement or any service provided hereunder.        |
| 11.2  | The Customer shall, when accessing any other network through the Service, comply with the rules appropriate for such other network.   | 11.27    | The Customer shall promptly comply with TP's advice to upgrade, at his own expense, the existing facilities, which in the opinion of TP are inadequate to cope with his telecommunications traffic and/or likely to cause congestion in TP's telecommunications system or equipment.  |
| 11.3  | The Customer is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any User to perform or observe the terms and conditions of this Contract as if it were a party to it.   | 11.28    | The Customer shall be solely responsible for, and accordingly be solely liable for, obtaining and maintaining in his own name at his own cost, throughout the duration of this agreement, all licences, permits, consents, authorizations and intellectual property or other rights required for the Service and for ensuring the due compliance with any regulatory or other requirements whether at law or otherwise.         |
| 11.4  | This Contract is personal to the Customer and accordingly the Customer may not assign or transfer its rights under this Contract or any part of the Service itself without the prior written consent of TP.   | 11.29    | The Customer shall acquire no right or property in the service number(s) such as but not limited to telephone number, mailbox number, network user identity, circuit reference, which number(s) may be changed or reassigned by TP at any time at its sole option without being liable to the Customer in damages or otherwise.   |
| 11.5  | The Customer shall not, in any case, resell or sublet the service. Examples of prohibited reselling or subletting include, but are not limited to: Internet Service Provision outside of the Customer's company or organisation, resale of bandwidth, Internet connectivity or services provided by TP unless specifically authorised by TP.  | 11.30    | The Customer is aware that the Service provides permanent access to the is powered up and that, in such conditions, it is the Customer's responsibility to take all necessary and appropriate measures so as to protect its data and/or software from, among other things, computer viruses on the Internet or the intrusion of a third party on its computer for whatever reasons since the Internet is not a secured network. |
| 11.6  | The Customer is responsible for keeping in good working condition, the telephone line indicated on the Orange ADSL Subscription Form and on which the Service is provided.  | 11.31    | In case of termination of the Customer's telephone subscription by Mauritius Telecom, the Customer shall promptly inform TP. Termination of the Service will be effected as per clause 13.  |
| 11.7  | The Customer is solely responsible for obtaining the appropriate licenses for, and undertaking the appropriate maintenance of, any software necessary for use of the Service, other than any software which may be provided by TP and the Customer agrees to comply with any terms and conditions governing the use of the software.  | 11.32    | In the event that the Customer encounters any problem of whatsoever nature with the PSTN lines, the Customer shall forthwith inform Mauritius Telecom, which is the sole entity to remedy the problems.   |
| 11.8  | In the event that software is provided by TP as part of the Service, TP hereby grants a personal, non-exclusive license for the term of this Contract to the Customer to use such software solely for the purpose of the Service under this Contract.   | 11.33    | The Customer agrees that his/her activity will not improperly restrict, inhibit or degrade any other User's use of the service nor represent (in the sole judgment of Telecom Plus) an unusually large burden on the network itself. If the Customer is found to be making excessive use of their broadband service they may find their service restricted and if it continues may have their service suspended or cancelled.   |
| 11.9  | Unless otherwise agreed in writing between the parties, the Customer is solely responsible for its own and any third party software, programs and data, the maintenance of the same and the output therefrom and for ensuring that such items are (if applicable) properly licensed, including being licensed for use by TP if necessary.   |          |   |
| 11.10 | The Customer shall not use the server capacity or access system or the software made available to it in any way which, in TP's opinion, is, or is likely to be, detrimental to the provision of the Service to the Customer or a ny other Customer.   |          |   |
| 11.11 | The Customer shall protect the secrecy of the login and/or email address and/or password assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. The Customer shall be fully responsible for and shall bear all charges, losses or damages arising from any use of his email address and/or password howsoever the same may arise. | 12. term | The term of this Contract shall commence as from the date the Service is enabled through the activation of the Login and Password and shall last at least till the end of the Minimum Subscription Period.  |

### 13. termination

- 13.1 Either Party shall give not less than thirty (30) days notice in writing of its intention to terminate this Agreement. Termination will be effective within fifteen working days from the date of receipt of customer's request.
- 13.2 Notwithstanding Clause 13.1 hereof, the service may be summarily terminated by TP:
- (a) if, in the reasonable opinion of TP, the Customer has breached any of the terms and conditions herein contained and/or the terms and conditions applicable to any telecommunication service subscribed by the Customer from TP and/or terms and conditions of any other agreement entered into between the Customer and TP or has provided any information which is incorrect or incomplete.
- (b) if, in the reasonable opinion of TP, the Customer has used, attempted, or is likely to use the service and/or equipment in contravention of any law or to cause any annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever and to whomsoever or if it is not in the public interest or it is deemed by TP that it is not in TP's interest, for TP to continue providing service to the Customer for any reason(s) whatsoever.
- (c) if, the Customer, being a corporation, shall have a winding up petition presented against it or shall have a Liquidator or a Receiver or Manager appointed, or being an individual, has made a composition and/or arrangement with or for the benefit of his creditors.
- (d) if a request for termination of the Service has been made to TP by the official owner of the telephone line.
- 13.3 TP may, without prejudice to any other rights or remedies of TP and notwithstanding any waiver or any waiver of any previous breach, suspend the service or all services in the event that any monies payable by the Customer for that service, any other service or under any other agreement(s) including any monies payable for any services provided by any other party whereby TP derives a pecuniary or other benefit and/or acts as a billing and/or collecting agent for the same for such other party whether for reward or otherwise are in arrears or any amount shown in TP's bill is not settled in full or any deposit or any increase thereof required by TP is not furnished by the Customer. Such suspension shall deem to terminate the service suspended as from the date of the suspension and the Customer shall be liable for all charges, fees and rentals incurred up to and including the date of such suspension and in the case of a service for which there is a minimum period of service if the same be unexpired. Notwithstanding the aforesaid, upon subsequent payment by the Customer of such sums as demanded by TP, TP may if it deems feasible at its sole option and subject to such terms as it deems proper, reconnect service or services, as the case may be, in which event this agreement and/or the service thereby affected shall continue as if the same has not been terminated.
- 13.4 In the event of termination of contract by the Customer, the Customer shall return back TP equipment. Should the Customer fail to return back to TP its equipment, then the Customer will refund the full price of the equipment or any amount due.
- 13.5 In the event that Mauritius Telecom suspends/terminates provision of the PSTN service to the Customer, the latter shall have no claim against TP in relation to the services referred to in the present agreement. The Customer shall remain liable to TP for fees/charges payable under the present agreement.

### 14. tariffs and payment

- 14.1 The charges, fees and/or rentals for the Service and/or equipment, as the case may be, shall be at rates prescribed by TP from time to time and payable in advance or at such other time in accordance with TP's policy, schemes of service, or requirements. The charges, fees and/or rentals of the Service and/or equipment shall commence from the date TP confirms to the Customer that his telephone line is now ADSL enabled.
- 14.2 The charges, fees and/or rentals for the Service, for the first month, shall be calculated on a pro rata basis depending on the number of days the Service has been provided in the first month.
- 14.3 The charges, fees and/or rentals for the Service do not include the communication charges for normal voice telephone calls though the PSTN Network.
- 14.4 Additional charges may be made at rates prescribed by TP for advanced support, custom programming or configuration, or software installation.
- 14.5 TP may alter the amount of the charges, fees and/or rentals for the service and/or equipment, at any time after the Minimum Subscription Period and shall notify the Customer in writing of any alteration (either increase or decrease) and such change shall take effect from the date specified in such notification which shall not be less than 40 days after sending such notice.
- 14.6 The monthly charges shall be billed on the telephone number as specified in the Orange ADSL Subscription Form.
- 14.7 (i) The Customer shall be liable for and shall promptly pay on demand all charges, fees, rentals, costs or other amounts whatsoever as shown in TP's bill notwithstanding that the Customer disputes the same for any reason(s) whatsoever and in terms of clause 24.  
In the event that a dispute, if any, by the Customer is decided by TP in the Customer's favour, TP shall refund to the Customer any excess amount paid by the Customer free of interest.
- (ii) The Customer acknowledges that services under the present contract may be billed by Mauritius Telecom or by any other entity acting on behalf of Telecom Plus. Payment to the above billing entity shall relieve the Customer of liability toward TP.
- 14.8 The Customer shall pay and maintain such deposits as TP may require and increase the amount of such deposits from time to time when so required by TP. Upon termination of this agreement, such deposits may be used by TP to offset any amount due from the Customer under this or any agreement entered into between TP and the Customer before the balance thereof, if any, is refunded to the Customer free of interest.
- 14.9 In the event that the amount stated in TP's bill or any part thereof remains unpaid after the due date TP reserves the right to charge interest on the sum that remains unpaid as aforesaid at the rate specified in TP's bill from the due date to date of full payment.

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In the event that the Customer cancels any order after the same has been accepted by TP, the Customer shall be liable to pay a cancellation charge therefore, if any, at TP's then prescribed rate for the said cancellation.

In the event that TP's staff and/or authorised agents have been called upon to attend to a fault at the Customer's premises, TP reserves the right to impose charges for the visit if the fault is not attributable to any of TP's equipment or networks.

TP reserve the right to require Customers to enhance or upgrade their bandwidth or level of service or associated cover in the event that the services herein become inappropriate or insufficient to meet the Customers existing or future growth requirements and which in the opinion of TP requires a different service more appropriate to the Customer's usage pattern or needs. The Customer will be liable for the higher charges and costs associated with the upgraded service.

TP reserves the right to disconnect the Service in case of non-payment of charges, fees and/or rentals for the Service. TP shall not be liable for such disconnection.

In case of non-payment of charges, fees or rental for the service and/or equipment, should any claim be made through an Attorney at law or Debt Collection Agency, the customer shall be liable for the debt recovery costs, court fees, legal charges, Attorney fees and commissions with interests incurred for recovery of the debt.

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 terms and conditions in this Contract, the Customer shall pay to TP the charges as stipulated in Clause 4

### 15. LAN access

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If the Business Customer accesses the Service via a LAN, the Customer is responsible for the provision and maintenance of a suitable LAN.

TP bears no responsibility whatsoever for the provision of any technical support or otherwise to the Customer's LAN.

### 16. internet

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The Service provides a means to access the Internet. The Internet is independent of the Service and TP, and use of the Internet is solely at the Customer's and the User's risk and is subject to all applicable laws. TP has no responsibility for any information, software, services or other materials obtained by the Customer or the User using the Internet.

### 17. liabilities

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The Customer is advised hereby that servers on the Internet are exposed to hackers attacks, viruses and other adverse effects. Furthermore, due to dynamic development of the latest technologies there are many software products, including well-known brands, with internal flaws. For these and many other reasons the Customer may experience complete loss of content of their server (s). While TP does everything in its power to prevent these problems, TP will not be liable for lost data.

TP shall not be liable for any failure in performance, interruption of the Service or delay in performing its obligations hereunder if such failure, interruption or delay is due to circumstances beyond its reasonable control, including but not limited to, acts of God, acts of any governmental body or military authority, civil disturbance, war, sabotage, embargo, fire, flood, strikes or other labour disputes and disturbances, interruption or delay in transportation, interruption or delay in telecommunications or third party services, failure of third party software or hardware, inability to obtain facilities, raw materials, fuel, energy, labour.

TP has no control over the information transmitted to or from the Service and that TP does not ordinarily examine the use to which Customers put the Service or the nature of the information they are sending or receiving. TP hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.

TP shall not in any circumstances be liable under this Contract or otherwise for any direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract or otherwise.

### 18. limitation of liability

18.1

In no event shall TP or its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors or the like, be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the customer or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if TP has been advised of the possibility of such damages. In no event will TP's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual amount paid by the customer for the service which gave rise to such damages, losses or causes of actions during the 1-month period prior to the date the damage or loss occurred or the cause of action arose.

## 19. indemnity

- 19.1 The Customer undertakes and agrees to indemnify and hold harmless TP at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage and howsoever arising which TP may sustain, incur or pay, or, as the case may be, which may be brought or established against TP by any person whomsoever arising out of or in connection with or by reason of the operation, provision or use of the service and/or equipment under, by reason of or pursuant to this agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.
- 19.2 TP shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information concerning the Customer's account and particulars. Neither shall TP be liable for any error, omission, or inaccuracy with respect to any information disclosed.

## 20. compliance with laws

- 20.1 The Customer shall strictly comply with all applicable laws of the republic of Mauritius relating to the Service.

## 21. amendments

- 21.1 TP reserves the right to amend the terms and conditions herein contained and/or the specified Terms and Conditions at any time and from time to time and the Customer shall be bound by the terms and conditions so amended. Notice of the amendment may be given by TP to the Customer in such manner as TP deems proper.

## 22. entire contract

- 22.1 This Contract, together with any document or Contracts specifically identified in this Contract, represents the entire Contract between the parties, and supersedes all previous representations, understandings or Contracts.

## 23. disclaimer

- 23.1 While every care would be taken by TP to provide the Service, TP disclaims all liability whatsoever, for any loss of data howsoever caused including without limitations, non-deliveries, misuses, misdeliveries as a result of any interruption, suspension, or for the contents, accuracy or quality of information or resources available, received or transmitted through the Service.
- 23.2 The Customer acknowledges and agrees that TP exercises no control over, and accepts no responsibility for, the content of the information passing through TP's host computers, network switches and point of presence or the Internet. Neither TP, nor its employees, affiliates, agents, suppliers, third party information providers, merchants, licensors or the like, make any warranties of any kind, either expresses or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose, or non-infringement for the Service or Equipment TP provides. Neither TP nor its employees, affiliates, agents, suppliers, third party information providers, merchants, licensors or the like, warrant that the Service will not be interrupted or error free; Nor do any of them make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information serviced or merchandise contained in or provided through the Service. TP is not liable for the content of any data transferred either to or from the Customer or stored by the Customer or any of its Customers via the Service provided by TP.

## 24. complaints or technical assistance

- 24.1 In the event that a Customer experiences any problem with or has any complaint in connection with the Service or the fees charged for the Service, subject to Clause 24.2, he /she shall notify the Company within one month of the occurrence of the problem or receipt of the disputed bill.
- 24.2 A complaint made pursuant to Clause 24.1 shall not be considered valid unless it contains the following information:
- (i) Name of the Complainant;
  - (ii) Details on the problem/complaint; and
  - (iii) Date of occurrence of the problem

customer care  
for ADSL Home, phone us on 8900 for assistance  
fax: (230) 208 5057 - email: contact@orange.mu  
for ADSL Business/PRO, phone us on 8901 for assistance  
fax: (230) 211 6981 - e-mail: businesscontact@orange.mu  
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