

# terms and conditions

## Dial-Up

### 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):

Contract	Contract means this contract comprising the Terms and Conditions and the Dial-Up Application 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 TP so named on the Dial-Up Application 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. Should the name of the customer not be the same as the official owner of the telephone line of Mauritius Telecom, the former has to produce a copy of his identity card and that of the subscriber and an authorization letter from the latter.
Service	Service means access to the Internet via the PSTN 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 "Dial-Up" and is provided by TP.
PSTN	PSTN means Public Switched Telephone Network
Dial-Up Application Form	Document submitted to the Customer during his subscription to the Dial-Up 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	Login 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 network using the TCP/IP protocol suite. The name "TCP/IP" refers to many different protocols, not only TCP and IP. Some of the most renowned ones are UDP, ICMP and ARP.
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
Commencement Date	Commencement Date means the date of commencement of the Service.
Minimum Subscription Period	Minimum Subscription Period means a period of three (3) calendar months or such other 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
MT	MT shall mean Mauritius Telecom Ltd whose registered office is situated at Level 18, Telecom Tower, Edith Cavell Street, Port Louis.
Session	Session is the time during which a user is connected to the Service. When a user has successfully logged on the system, his session will last while he is connected to the Internet. At the end of each session the time is rounded off to the nearer higher minute for billing.
Package	Package shall mean the number of hours to which a customer is subscribed during a month as stipulated and selected in the Dial-Up Application Form. The Package is the time allocated to the Customer for the use of the Service and shall take effect from the first day of the month and end on the last day.

### 2. object

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.

The signature of the Dial-Up Application Form implies the acceptance of the present terms and conditions.

2.2

### 3. service provision

3.1

The Dial-Up Application Form needs to be signed by the Customer before the Service is made available.

3.2

TP shall provide the Customer with the Service on the terms and conditions of this Contract. The type of service to which the customer is entitled is specified on the Dial-Up Application Form. Please refer to Clause 6.2 for details of the type of services offered.

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 has no 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 the Customer is likely to use it 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 endeavors to repair any reported faults as soon as it reasonably can.

3.7

Occasionally TP may:

3.7.1

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.

3.7.2

suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency, but before doing so 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.

3.7.3

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.

3.8

The Business Customer will nominate authorized personnel to be the single point of contact with TP for all matters relating to the Service.

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 and/or with TP's Acceptable Use Policy. Furthermore, the Customer will be responsible for the full amount of any tangible and intangible damages this may cause.

### 4. minimum subscription period

4.1

The Service shall be provided with a Minimum Subscription Period of three (3) calendar months.

4.2

The Minimum Subscription Period to a Package shall be three (3) calendar months. However in case of upgrade this clause shall not apply.

4.3

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:

4.3.1

the charges, fees and/or rentals up to the end of the Minimum Subscription Period.

4.3.2

the charges, fees and/or rentals due till the date the Service is terminated.

### 5. access to the service

5.1

The Customer can access to the Service via different PSTN telephone lines by using a unique Login and Password provided by TP. The Customer shall be billed on the unique MT telephone line specified on the Dial-Up Application Form.

5.2

Only one Login will be attributed with each Dial-Up Application by TP.

5.3

Access to the Service is possible only after activation of the Login and Password by TP.

5.4

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.

5.5

The Customer is responsible for the installation of suitable computer hardware, software and telecommunications equipment (Dial-Up modem,

cables, etc) and services necessary to access and use the Service. The Customer must ensure that any equipment which is attached (directly or indirectly) to the Service is technically compatible with the Service and approved for that purpose under any relevant legislation.

5.6 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.

5.7 The Customer shall use the Dial-Up Connection Kit provided by TP to get access to the Service. The use of the Software from the Dial-Up Connection Kit provided by TP implies that the Customer accepts the license conditions that come with the installation manual.

5.8 The rights for access and use of the Service are non-exclusive and non-transmissible.

5.9 Characteristics of the Service include the following:-

5.9.1 Dial-up connection to the Internet. All Internet communication charges are rounded off to the nearer higher minute and include the national telephone communication charges.

5.9.2 Email: An email address and a password will be assigned additionally to the customer, who shall use his own means (e.g telephone service and modem) to establish physical connection to Internet for accessing and using the service. Email messages older than 3 months on the Telecom Plus mail server will be automatically deleted. Telecom Plus retains the right to delete any email above without any liability whatsoever. The Customer hereby releases Telecom Plus from any such liability. Any notice provided by Telecom Plus to Customers in connection with such periods shall not create any obligation to provide future notification regarding any change(s) to such periods.

5.9.3 The Customer may at any time alter the password stated in the Subscription Form online, and undertakes further to alter the same online periodically at his discretion in order to preserve the secrecy of the account.

5.9.4 The Customer may at any time use the Booster that is provided with the Service. Installation for the Software for connection to the Booster is provided by TP in the Dial-Up Connection Kit.

(i) **Booster Service Provision and Access**

TP's Booster service shall allow the User the ability to surf on the net through an accelerated downloading and posting of the Web Sites. The necessary software for the proper use of the service, commercialized by France Telecom, is created and updated by SlipStream Data Inc. Downloading to the software is automatically compatible with the Internet Explorer versions 4.0, 5.0, 5.5 or 6.0 as well as the Netscape version 4.7, 6.0 or 7.0. As regard to the other Internet Browsers, namely Opera or Mozilla, a manual configuration is needed. Booster allows the easy access to the User to Web Sites by accelerating the posting of the majority of texts of a Web Site, most of the photographs and designs (formatted images according to GIF and JPEG system), most of the advertisement formats and spots (animated images GIF, content of Macromedia), the Webmails, attachment and finally the files downloaded from the Internet Browser. This Acceleration which has been brought about by Booster is based namely on the compression techniques of downloaded information, the availability of Servers and to optimize the connection system.

(ii) **Users' Obligations**

Booster is for the exclusive use of Users who have subscribed to Dial-Up Packages.

User shall be equipped with a CPU compatible with Microsoft Windows 95 for PCs or further, as well as Mac OS X.

To facilitate the access to the Websites, the User shall download a software (0.8 MB in PC version) in the Assistance folder and install it on his CPU, PC or MAC. The User shall be aware that, at the downloading of the software edited by SlipStream Data Inc., there is an automatic acceptance of the Terms and Conditions of the License Contract.

The User is required to configure his software so as to choose between the qualities of the posting of the images, the photographs and the latter's degree of degradation. Option Booster is not a substitute to the ADSL broadband connection. It does not increase the speed of the effective connection to the Internet system. The User is informed that there are a number of Web Sites and the Internet System where he shall not have access to the Booster's acceleration system, namely secure Web Sites (on-line payment sites) or the downloading of files outside the Web, the Streaming Media, audio and video system.

The User shall use the software in conformity with the present terms and conditions and instructions, as well as the instructions forwarded by the SlipStream Data Inc.

The User shall gain access to the Option Booster Service as soon as the software has been installed on his CPU.

(iii) **Guarantee**

The acceleration performances of the Wanadoo Booster software are in relation to the different Web Sites visited by the User and also in relation to the bulk which the User seeks to download. Telecom Plus shall not guarantee the acceleration performances, the browser speed and downloading from Web Sites.

Furthermore, given the specificities of the Internet and the inherent risks as regard to connection and transmission to open networks, Telecom Plus does not guarantee the technical performances of the software.

(iv) **Responsibilities**

Since the software was created and edited by SlipStream Data Inc. Telecom Plus shall not be responsible in anyway whatsoever for the misuse for the software by the User or defect in the software itself. The User shall be allowed a guarantee from SlipStream Data Inc. and as such all complaints and claim shall be directly addressed to the latter.

5.9.5 The Customer shall be allowed to carry forward all the unutilized time left from his Dial-Up Package to the next coming month.

(i) The unutilized time shall cumulate with the time allocated through the monthly subscription of the Dial-Up Package.

(ii) The number of minutes to be carried over during any month may not exceed the duration of the Dial-Up Package subscribed.

(iii) In case of upgrade or downgrade of Package during the term of this

Contract, minutes unused in the Package will not be carried forward.

(iv) This feature is not applicable for Dial-Up 3H.

The Customer shall be allowed to choose whether the Login assigned to him by TP is portable. A Login is said to be portable when it can be used on more than one PSTN line to access the Service. Portability may be restricted to a maximum of 5 telephone lines.

## 6. use of the service

6.1 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.

6.2 The Customer shall not use the Service for any unlawful purposes such as, but not limited to,

6.2.1 vice, gambling or other criminal purposes whatsoever or any other activities which are contrary to public order and morality

6.2.2 persistently sending messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any person whomsoever;

6.2.3 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.

6.2.4 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

6.2.5 attempt to gain access to any computer system connected to Internet without authorization by the owner of the computer system; and

6.2.6 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.

6.2.7 share or allow to be shared the Service 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.

6.2.8 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.

6.2.9 other than in accordance with the Acceptable Use Policies of any connected networks and the Internet Standards.

6.2.10 for business purposes, in the event he is a Residential Customer.

## 7. use of software

7.1 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 of its authorized representative has been advised of the possibility of such damages, or for any claim by any other party whomsoever.

7.2 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.

7.3 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 there from.

7.4 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.

## 8. TP's rights and obligations

8.1 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 third 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.

8.2 TP reserves the right to suspend Login and Password access to the Service if at any time TP considers that there is or is likely to be a breach of security.

8.3 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.

8.4 TP reserves the right to manage and control the access to systems and data stored in a manner deemed appropriate by TP.

8.5 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.

8.6 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.

8.7 Access to the Service may be occasionally restricted to allow repairs, maintenance and upgrades in which case TP will use all reasonable endeavors to provide the Customer with advance notice of such restriction;

8.8 TP shall have the right at any time and upon reasonable notice to send authorized personnel to the Customer's premises to undertake any necessary maintenance.

8.9 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.

8.10 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.

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.

TP reserves the right to disconnect the Service in case of a breach of Contract. TP shall not be liable for such disconnection.

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.

## 9. customer's responsibilities

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.

If a Customer forgets or loses a Password or Login the Customer must contact TP and satisfy such security checks as TP may operate.

The Customer must immediately inform TP of any changes to the information the Customer supplied when registering for the Service.

The Customer shall give TP one (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 MT's 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 authorization has been obtained from the renter of the said the telephone line for use as the Service billing telephone number.

The Customer shall send to TP's Customer Service Centre one week prior notice in writing for any change he wishes to make to his Service details such as Login, Password and Login portability. Such changes may incur a fee as per Section 14.1.

The Customer shall give TP thirty days prior notice in writing for any change he wishes to make in his Internet rental and Internet communication charges. The said changes will be effective within thirty working days from the date of receipt of Customer's request but will always occur on the first date of the month. Such changes may incur a fee as per Section 14.1.

The Customer shall promptly inform TP of any complaints arising from the use, access, and provision of the Service or Software. The Customer shall within three months from the date the Customer is aware or made aware of the problem, report any complaint to Telecom Plus. TP shall not entertain any complaint which is in relation to any problem which arose beyond the delay stipulated in this Clause.

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 organization, resale of bandwidth, internet connectivity or services provided by TP unless specifically authorized by TP.

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.

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.

The Customer shall, when accessing any other network through the Service, comply with the rules appropriate for such other network.

The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.

The Customer shall be solely responsible for managing the use of the storage capacity such that it is within the capacity allocated to him or as may be stipulated by TP from time to time.

The Customer shall obtain prior written approval of TP if he contemplates using the service and/or equipment for any activity whatsoever which is likely to generate a change in traffic in excess of his normal usage and/or is likely to cause congestion in TP's telecommunication systems or equipment.

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.

The Customer shall promptly comply with all notices, instructions or directions given by TP in respect of the installation, use or operation of the Service and/or equipment.

The Customer shall permit TP's authorized personnel to enter and remain on the Customer's premises and every other place under his control at all times and for any reasonable time to carry 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.

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.

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 licenses, 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.

The Customer shall acquire no right or property in the service number(s) such as but not limited to telephone number, mailbox number, and network user identity, circuit reference, which number may be changed or reassigned by TP at any time at its sole option without being liable to the Customer in damages or otherwise.

In the case of termination of the Customer's telephone subscription by Mauritius Telecom, the Customer shall promptly inform TP. Termination of the Service will be affected as per Clause 12

## 10. 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 till at least the end of the Minimum Subscription Period.

At the end of the Minimum Subscription Period, the subscription will be renewed automatically

## 11. compliance with laws

The Customer shall strictly comply with all applicable laws of the Republic of Mauritius relating to the Service

## 12. termination

Either Party shall give not less than thirty (30) days notice in writing of its intention to terminate this Agreement. Termination will be effective on the last day of the next month from the date of receipt of customer's request.

Notwithstanding Clause 12.1 hereof, the service may be summarily terminated by TP:

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.

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.

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.

if a request for termination of the Service has been made to TP by the official owner of the telephone line.

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 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.

Customer Liability on Termination: In the event of termination of the service, in addition to the liabilities stipulated in the Specific Terms and Conditions applicable to the service, the Customer shall be liable to TP for where notice given is in accordance with Clause 12.1:

(i) the rental up to the date of termination

(ii) the charges incurred through the equipment in respect of services rendered by TP up to and including the date of termination.

(iii) the communication costs up to and including the date of termination where notice given is not in accordance with Clause 12.1:

(i) the rental up to and including the termination date

(ii) the charges incurred through the equipment in respect of services rendered by TP up to the end of the duration of notice required to be given in respect of the service sought to be terminated

(iii) The communication costs up to and including the date of termination 14.12

### 13. disclaimer

13.1 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 Users 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.

13.2 TP acknowledges that it is possible to have access to the Internet through numbers, other than 312-1299 and the Customer confirms and agrees that TP is only able to provide the Service through the number 312-1299. TP therefore disclaims all responsibility or liability for any loss or damages of any nature, whether direct or indirect, immediate or any consequential damages suffered or incurred by the Customer in the event the latter accessing the Internet through numbers other than 312-1299, 312-1212 or 315-1515 under this terms and conditions.

13.3 Both TP and the Customer acknowledge that through the Service, it is possible to have access to certain Internet sites, which enable the Customer to connect to an international number, without deliberately dialing such international number. Therefore TP disclaims all responsibility or liability for a prejudice, of whatsoever nature, suffered by the Customer in the event of the latter being connected to an international number, whilst being on such Internet sites.

13.4 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.

13.5 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 labor 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.

13.6 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.

13.7 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.

### 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 the Service is enabled through the activation of the Login and Password and shall last till the end of the Contract.

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 MT telephone number as specified in the Dial-Up Application Form.

14.7 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. 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.

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.

14.10 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.

14.11 In the event that TP's staff and/or authorized 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.

14.13

### 15. indemnity

15.1

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 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 12.

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. 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.

### 16. variation

16.1

TP reserves the right to amend the terms and conditions herein contained and/or the specified Terms and Conditions at any 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.

### 17. confidentiality

17.1

Neither party shall disclose to any third party any information which the parties have agreed to be classified as confidential nor where the same comes to its knowledge, by reason of or in connection with this agreement or the service provided hereunder, without the prior written consent of the other party.

### 18. force majeure

18.1

TP shall not be liable for any breach of this Agreement arising from causes beyond its control including but not limited to Acts of God, insurrection or civil disorder, war or military operations national or local emergency, acts or omissions of Government, industrial disputes of any kind (whether or not involving TP employees), fire, lightning, explosion, flood, subsidence, inclement weather, cyclone, acts or omissions of persons or bodies for whom TP is not responsible or any other cause whether similar or dissimilar outside TP's control.

### 19. entire contract

19.1

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, understanding or Contracts.

19.2

If any provision of this Contract shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable, and shall in no way affect the validity or enforceability of, the remaining provisions of this Contract, which shall remain valid and enforceable according to its terms.

### 20. laws applicable and jurisdiction

20.1

This agreement shall be subject to and construed in accordance with the laws of the Republic of Mauritius. If any dispute, difference or question shall arise between the parties as to the meaning or effect of this Agreement or as to the rights or obligations of either party hereunder the same shall be finally settled by arbitration under the rules of conciliation and arbitration as provided for the Laws of Mauritius.

customer care  
for Dial-Up for Home, phone us on 8900 for assistance  
fax: (230) 208 5057 - email: contact@orange.mu  
for ADSL Dial-Up for Business, phone us on 8901 for assistance  
fax: (230) 211 6981 - email: businesscontact@orange.mu  
websites: www.orange.mu - www.orange-business.mu  
Telecom Tower, Edith Cavell Street, Port Louis