

## **Bharat Telecom Ltd: Terms and conditions**

### **Terms of Service**

Terms Of Service ("TOS") mentioned here include all the "Specific Terms", the "General Terms" and the "Acceptable Use Policy". The signing of Customer Agreement Form ("CAF") shall make the TOS mentioned herein binding on the subscriber. In case of any inconsistencies in the constituent parts of the Agreement or disputes arising with regard to the interpretation of the terms and conditions contained in the said Agreement, this document shall override any or all the other documents.

#### **1.0 General Terms**

- a) **"Agreement"** shall mean, unless otherwise specifically provided for, the CAF along with the Terms and Conditions listed on our website.
- b) **"Applicable Law"** shall mean any law that is applicable in a particular context and includes legislations as may be amended or repealed from time to time in the Republic of Mauritius and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.
- c) **"Due Date"** shall mean the date prescribed by us in its invoice or statement of charges, on or by which date the Subscriber shall make payment of the Charges whether invoiced or not.
- d) **"Provisioning Entity"** means any entity or affiliate providing a Service to Subscriber other than us, which may be our subcontractor, including licensed carriers or service providers in territories where we are not licensed to provide the Service.
- e) **"Security Deposit"** means a cash deposit, director's guarantee, parent company guarantee, credit card payment, direct debit guarantee or bank guarantee or any other valid security or any combination of these as determined by us.
- f) **"Service"** shall mean the Service subscribed to, by the Subscriber as indicated in the application.
- g) **"Service Activation Date"** means, the date on which the Subscriber commences use of the Service or when the Service is activated, whichever is earlier.
- h) **"Subscriber"** shall mean any person, association of persons, company, proprietary concern, partnership firm or any other entity that has subscribed for the Services and includes their respective heirs, executors, administrators, successors, permitted assigns, holding, subsidiary and group companies and sister concerns.
- i) **"Customer Premise Equipment (CPE)"** means the existing equipment, systems, cabling and facilities of Subscriber or provided to the Subscriber by any third party, which is required for Service provisioning and used in conjunction with the Service Equipment in order to avail of the Service.
- j) **"Subscriber Premises"** shall mean the location /or Service Installation Address of the Subscriber as provided in the application where the Service will be provided and the CPE will be installed.

#### **2.0 Service**

BTL shall provide the Services to the Subscriber as per the application form, subject to the provisions of this Agreement and the terms of our License. The Subscriber undertakes to accept and pay upon the Due Date for the said Services and chargeable CPE in accordance with terms of this Agreement.

BTL shall use all reasonable efforts to commence delivery of the Service on the Service Activation Date; subject however to the fulfillment by the Subscriber of its obligations as detailed in the Agreement but BTL shall not incur any liability for any failure to meet that date.

BTL shall be entitled to determine the most appropriate means of providing the Service, including using a Provisioning Entity to deliver all or part of the Service and the method, technology and route of delivery of the Service to the Subscriber.

In case that BTL believes the provision of the services to any Subscriber will not be to its satisfaction or that the Subscriber may be using the services for any purposes that constitute a breach of Contract, BTL reserves the

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right to cancel or delay the provision of the Service to a Subscriber.

BTL reserves the right to vary, modify the Service at its sole discretion for technical, business or any other reasons. If a modification to a Service has a material adverse effect on the functionality of that Service, Subscriber may notify us in writing of the existence and nature of such effect within 14 days.

BTL may at any time, substitute or change the configuration or routing of our CPE used to provide the Services provided sufficient notice in writing is given to the Subscriber.

The CPE provided hereunder is provided on an "as is" basis and the Subscriber's use of the same is at its own risk. We do not make and hereby disclaims, any and all other express/implied warranties, including but not limited to warranties of merchantability/quality, fitness for a particular purpose, title and non-infringement and any warranties arising out of the course of dealing, usage or trade practice.

BTL may temporarily suspend whole or part of the Service at any time without notice, if the Network fails or requires modification or maintenance.

Provision of the Service to the Subscriber shall be subject to the terms of the License and the Agreement or any other special terms and conditions of a Provisioning Entity.

BTL reserves the right to use any surplus capacity in the CPE or Network to provide services to any other Subscriber without affecting the service to the Subscriber or the quality thereof.

During the Service Contract Period, we shall endeavor to maintain commercially acceptable levels of Service availability and ensure that the Subscriber is not prevented from making use of the Service as a result of any deficiency or problem in the Network.

BTL may enter into a separate service level agreements with the Subscriber, provided that all other parameters not covered in such agreements are governed by the terms and conditions of this Agreement.

The Subscriber consents and agrees to receive electronic invoices for the subscribed services. Subscriber will be automatically registered to BTL's

electronic billing system upon acceptance of application.

The Corporate Subscriber will nominate a System Administrator to be the point of contact with BTL for all matters relating to the provision of the Service.

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 BTL.

After having been activated the Subscriber will be assigned a login name and password to access the service through a self-care portal

Service quality, functionality, availability or reliability may be affected and we shall not be liable for such disruptions/ interruptions/ deficiency in case they are due to the following reasons:

Planned repairs, modifications or maintenance notified to Subscriber in advance,

Unauthorized changes to CPE or CPE made by Subscriber without notifying us,

Any fault in equipment other than CPE or a fault arising from outside the Network,

Suspension of Service by us,

Force Majeure Events,

Any fault in or damage to CPE or Network or components thereof for reasons beyond our reasonable control,

Refusal by Subscriber to allow testing or repair of Service or CPE and use by Subscriber of the Service on an impaired basis, including refusal to allow access to Subscriber Premises to our personnel,

Failure in providing stable power and the other infrastructure required for CPE and/or Subscriber Equipment, Subscriber scheduled maintenance,

Any complaint by the Subscriber which we, after due investigation, finds to be without any basis, the Subscriber shall pay all reasonable costs incurred by us in investigating and remedying any Service difficulty which is attributable to:

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the negligence, act, omission, breach or fault of the Subscriber or its agents, or

the failure or malfunction of CPE that connects to the Service as and where applicable.

In the event of there being any deficiency in the Services or CPE, the Subscriber shall notify us, and thereupon we shall endeavor to rectify the same within a reasonable period.

With a view to provide to all Subscribers a reasonable level of service BTL may apply a dynamic allocation of the available. Also a Fair Usage Policy is applicable on all BTL services. The application of the Fair Usage Policy ensures that Subscribers act reasonably when using the service and hence that an acceptable standard of service in terms of download speeds will be provided across all BTL services. BTL 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 Subscribers. BTL reserves the right to even suspend or terminate any service/s of any user if the latter's usage is impacting on other users.

A monthly data usage [upload / download] allowance will be applied to some packages so that BTL can optimally distribute the bandwidth available among its Subscribers. In the event that the Subscriber exceeds his monthly data usage allowance, excess data usage will be charged at rates prescribed by BTL.

BTL Offers are intended for normal Internet access purposes (general browsing, recreational, educational, etc.) by our Subscribers.

For any access to the service through a Local Area Network the Subscriber is the sole responsible for the provision and maintenance of a suitable LAN. BTL bears no responsibility whatsoever for the provision of any technical support and maintenance to the Subscriber's LAN

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

### **3.0 Agreement**

The term of this Contract shall be effective as from the date the Service is activated.

BTL shall send bills/invoices/statement of charges (collectively the "Invoice") only through electronic media to the Subscriber. Subscriber may also obtain printed copies of invoices from our offices/authorized outlets for which we may levy additional Charges.

The charges, fees and/or rentals for the Service, for the first month, shall be prorated depending on the number of days the Service has been provided in the first month and will be adjusted in the following month.

BTL reserves the right to raise and /or collect Invoice by itself directly or through any of its nominees, agents or franchisees. We represent that irrespective of the agency that raises the Charges in the Invoice, once the Subscriber has paid the Charges, it shall be deemed to have been paid to us provided the subscriber has obtained a receipt of the same from us.

The subscriber shall pay all Charges to us on the Due Date. Our acceptance of payment from a third party other than the Subscriber shall not amount to our having contractually assigned, transferred or modified any of the rights or obligations of the Subscriber under this Agreement to any third party.

If the Subscriber fails to pay the Charges in accordance with the Agreement, we shall be entitled, in addition to any other remedy that it might have under Applicable Law, to do one or more of the following:

Set off /adjust against the Security, any amounts due and payable by the Subscriber to us pursuant to the Agreement or any other agreement between the Parties for provision of other telecommunication services.

Apply a surcharge of 10% on overdue invoices [excluding VAT].

Suspend or terminate the Services as per the Agreement.

Subscriber shall deposit with us an interest free, refundable Security in such amount(s) as may be determined by us from time to time. We reserve the right to forfeit/ adjust/ apply the said Security amount in full or

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part for the setting off of any Charges, Taxes or such other sums/ debts due from the Subscriber to us at any time. Subscriber shall continue to be liable for balance amounts, if any. In such circumstances we shall be entitled to request that the Security be restored either to the original amount or be increased by such amounts or additional amounts as we may decide under the circumstances. The refund of the Security Deposit shall be subject to deductions/ set off or adjustments, if any, liable to be made by us under the provisions of the Agreement.

Except as may be provided in the Agreement and on a case to case basis, any Charges paid by Subscriber shall not be refunded by us, unless the Subscriber brings in proof to the contrary which would reasonably justify any such refund.

Prepaid vouchers and any credit balance in subscriber's account are non-refundable.

The Subscriber shall pay the Charges for any additional Service Equipment or other services that it may require for customization or up-gradation of the Service and the CPE and shall also provide such additional Security as we may require for the said purpose. Any such provisioning of customized or upgraded Services for the Subscriber shall not be deemed to constitute as a waiver of the Subscriber's obligations as per the Agreement for the Services already rendered by us. The Parties confirm that the provisions of the Agreement shall continue to be legal, valid and binding as regards any additional services.

Where we provide Services and /or CPE at multiple locations of the Subscriber and /or associate, group, subsidiary, holding companies (collectively "Affiliates") of the Subscriber, then one of the Subscriber accounts must be designated as the "Main Account" under the Agreement and shall accept and undertake all financial responsibility for all the accounts of the Affiliates of Subscriber covered and included under the Service arrangement provided by the Company. In the event that an Affiliate account of Subscriber fails to pay the applicable Charges, Taxes or any other chargeable amounts then the Main Account shall be liable for all such Charges incurred as a result of Affiliate accounts use of Services and /or CPE.

Subscriber shall remain liable for all applicable charges during temporary suspension/ discontinuation of Services. Reconnection of the Services shall be at a

cost, as decided by us from time to time. The Subscriber shall be liable to pay all Charges for reconnection of the Services, as notified by us from time to time.

Subject to regulatory approval, BTL shall be entitled to change, vary and modify the Service or CPE which may result in upward or downward revisions in any/ all Tariff and/or Charges, withdraw discounts, increase surcharges, etc. at any time for one, more or all of its Subscribers.

Tariff/Charges are based on prevailing regulations, interconnect regime and interconnect arrangements entered into with other telecom & Internet service providers at the time of entering into the Agreement. In case of any change in such arrangements, we may impose additional applicable Charges subject to approval by the regulatory authorities

Subscriber shall pay all the costs of collection of dues and legal expenses along with interest in case we have to refer the matter to a collection agency or to legal recourse to enforce payment.

In case Subscriber disputes any Invoice or part of an Invoice, Subscriber shall within thirty (30) Business Days from the date of such Invoice, inform us in writing or otherwise and set out the nature of the dispute. Such notice shall in particular contain the following information:

Date and number of disputed Invoice or any relevant detail;

Amount in dispute;

Reason for dispute; and

Supporting documentation as appropriate.

If we do not receive any notice of dispute from Subscriber within such stipulated period, Subscriber shall be deemed to have accepted the Charges on the Invoice as being correct.

BTL reserves the right to advise Subscribers to upgrade their packages in the event that the existing services become inappropriate or insufficient to meet the Subscribers existing or future growth requirements and which in the opinion of BTL requires a different service more appropriate to the Subscriber's usage pattern or

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needs. The Subscriber will be liable for the higher charges and costs (if any) associated with the upgraded service.

### **4.0 Equipment**

The Subscriber shall

Obtain all necessary municipal, statutory and other approvals from Authorities or any other entity from which such approval may be required for installation of CPE at the Subscriber Premises.

In case our owned CPE is lost, misplaced or stolen, the Subscriber shall inform us immediately and provide a copy of the FIR lodged for the lost, misplaced or stolen CPE. Alternate CPE will be provided and activated after receiving a fresh duly signed application from the Subscriber. Provision of alternate CPE will depend on the Subscribers agreement to pay any additional charges if ever applicable. We shall not be liable in any manner for misuse of lost, misplaced or stolen CPE or damage to the same.

Forthwith return our owned CPE to us in the event we terminate the Service for any reason whatsoever or the Subscriber discontinues use of the Service.

Undertake not to use the CPE provided by us or any affiliate of us to procure any services of any other telecom service provider.

House the CPE at Subscriber Premises in accordance with our instructions as may be given from time to time and in a suitable environment as per prevailing standards; including specifically provision of secured space to install CPE and provision of infrastructure and convenient access.

Not move, modify, relocate or in any way interfere with the CPE or the Network and not allow any co-mingling of the CPE with any other CPE except to the extent approved by us

Not cause the CPE to be repaired, serviced, or otherwise attended to except by our authorized representative

Provide adequate security to the CPE, and shall make good to us any loss or damage to the same arising due to acts of omission and /or commission on the part of the Subscriber or its users.

Not create or allow any charges, liens, pledges or other

encumbrances whatsoever to be created over the CPE. Title to the CPE shall at all times belong to us and remain with us. We shall not be liable for any damage or liability or any delay or failure in provisioning of the Service as a result of any liens, charges or encumbrances that may exist over the CPE or Subscriber Premise.

Subscriber must comply with all relevant security procedures and standards with respect to the CPE that interfaces with the Service or CPE and shall cooperate with us in respect of the same including providing any assistance that may be required in configuration or modification of CPE as may be necessary to provide the Service.

BTL makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/ or arising out of the Software(s) used by the Subscriber. The latter shall have no remedy against BTL for defects in the Software(s).

In the event that changes are introduced to BTL's network, BTL shall not be responsible to ensure that the Software(s) will continue to be compatible with BTL's network and the Subscriber shall have no claim whatsoever against BTL arising therefrom.

### **5.0 Rights and Obligations of the Subscriber**

Subscriber shall:-

Not use the Service for any improper, immoral, unlawful or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, which may cause any damage to us or any other person whomsoever and shall ensure that he/it and his/its employees, agents and persons using the Service through him/it comply with the above. Any such misuse shall under no circumstances be attributed to us and the Subscriber shall be solely responsible for such acts. The Subscriber shall not use the Service to gain access to any third party's information or websites or confidential information or do any act that may amount to breach of a third party's privacy.

Bear all additional costs and Charges of transfer/ relocation of the CPE or alteration /modification of Service or Subscriber premises that may have accrued, due to

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circumstances beyond our reasonable control, if required to facilitate the provisioning of or maintaining continuity of any Service. Further, we shall not be liable for any costs nor shall it be obliged to restore the Subscriber Premises to its original state in such cases of transfer/ relocation or alteration / modification.

At its own expense provide such assistance to us and/or the Provisioning Entity, as we may reasonably require providing the Service. We shall not be responsible for delay in commissioning of Services on account of the Subscriber's failure to provide appropriate infrastructure at Subscriber Premises.

Permit our employees or authorized representatives to inspect the Subscriber Premises prior to provision of Service, install, configure, maintain, inspect, test, modify and substitute the CPE at all reasonable times.

Be responsible and liable for any personal injury, death or tangible property loss arising at the Subscriber Premises resulting from negligent acts of omission or commission of the Subscriber, its employees and agents.

Comply with all Applicable Law, the relevant provisions of the License, and the terms and conditions of our Agreement and /or a Provisioning Entity, when using the Service or Service Equipment.

Not use the Service for or allow any connection to a Public Switch Telecommunication Network from Subscriber Premises. In the event Subscriber breaches the provisions of this clause its liability shall be unlimited as regards liquidated damages and undertakes to indemnify us against all or any losses or damages of any kind whether direct, indirect, special, pecuniary, exemplary arising as a result thereof.

Not be entitled to transfer or assign its obligations and liabilities under the Agreement to any other party under any circumstances without our prior written permission. Any transfer affected in contravention of the express

terms contained herein shall not absolve the Subscriber of its duty towards us in respect of Charges

not use the service made available to him/her in any way which, in BTL's opinion, is, or is likely to be, detrimental to the provision of the Service any Subscriber including him/her.

Be fully accountable for the login and password made available to him in the course of using BTL's services.

Assume the responsibility of providing audio-in and video-in ports in TV.

If the Subscriber forgets or loses a password or User ID, to be able to obtain the same, the Subscriber must call our Contact Centre and follow any instructions thereafter.

BTL reserves the right (at its sole discretion) to require the Subscriber to change any or all of the passwords used by the Subscriber in connection with the Service.

In case there is any suspicion in BTL's Opinion that there may be a possibility of any security breach BTL reserves the right to suspend access to the Service.

In case the Subscriber believes that his or her user name and or password are known by any other third party whether the latter has used it or not shall:

Immediately notify BTL thereof;

Provide BTL with any other information that BTL may require

Any amendment to information provided by the Subscriber at the time of registration should be immediately communicated to BTL.

The Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service and any back up of files.

The management of the storage capacity provided by BTL will be the sole responsibility of the Subscriber and latter will make sure that it is as stipulated by BTL from time to time.

The Subscriber shall provide at his own expense all facilities and/or resources necessary for the proper installation, operation and maintenance of the service

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and/or equipment, such as, but not limited to, power points, electricity, conduits, pipes, access or license.

The Subscriber shall promptly act in accordance with BTL's decision to upgrade, at his own expense, the existing facilities, which in the opinion of BTL are inadequate to cope with his / her telecommunications traffic and/or likely to affect any of BTL's Subscribers including himself / herself.

It is the Subscriber's responsibility to take all necessary and appropriate measures so as to protect its data and/or software from computer viruses, etc. on the Internet or the intrusion of a third party on its computer for whatever reasons.

The Subscriber shall not use the services provided to him / her for business purposes, in the event he is a Residential Customer

### **6.0 Representation and Warranties of Subscriber (Not Applicable for Individuals)**

The Subscriber warrants that it is a duly organized entity, validly existing and fully compliant with all Applicable Law.

The Subscriber warrants that it has all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Agreement and shall continue to have all such authorizations, licenses and consents as long as it avails of the Services or seeks to exercise and/or enforce any of its rights under the Agreement;

The Subscriber warrants that it has full rights, title and interests in Subscriber Premises or such rights, approvals and permissions as are necessary to enable it to use the Subscriber Premises for the purpose of its business.

There is no bankruptcy, winding up or other liquidation proceedings pending or being contemplated by or against the Subscriber or threatened against the Subscriber;

There are no other legal proceedings pending or contemplated by or against the Subscriber or threatened against the Subscriber, that would materially or adversely affect its ability to perform its obligations under the Agreement.

The subscriber warrants that it is not in default of payment

to any other service provider providing similar services.

### **7.0 Rights and Obligations of BTL**

In performing our obligations under this Agreement, we shall at all-time exercise reasonable skill and care of an Internet Service Provider and will ensure that it complies with the Applicable Law while provisioning the Services.

Except as expressly set forth in this Agreement all warranties, representations or agreements with respect to the provision of the Service, CPE or otherwise, whether in oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the extent permitted under Applicable Law. We shall not be liable for any act of commission or omission of any third party/ supplier/ manufacturer / agency/ company offering any privilege or benefits to Subscriber without our express permission or authority with reference to the Service or CPE.

BTL reserves the right to transfer or assign and /or delegate any and all or part of our rights and obligations hereunder to any Provisioning Entity,

Pursuant to any sale or transfer of all or a substantial portion of our assets or our business, or

Pursuant to any financing, merger, or re-organization, or

In its business/commercial interests and in line with Applicable Law. Such transfer/ assignment shall release us from all liabilities under the Agreement.

BTL reserves the right to seek / verify particulars provided by the Subscriber to us, in any manner without notice or intimation and reserves the right to reject any application, for reasons including lack of technical feasibility, incorrect particulars provided by Subscriber or failure to furnish the same, and without any obligation to disclose such reasons or liability. Any information provided by a prospective Subscriber

/gathered by us in relation to the application shall be retained by BTL as long as it is necessary and

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reasonably required under Section 26 of the Data Protection Act 2004.

BTL reserves the right to refuse any request by the Subscriber to transfer /relocate the CPE to an alternate Subscriber Premise and are not obliged to furnish any reasons for such refusal. In case we consent to such transfer/ relocation of the CPE, the Subscriber shall furnish fresh particulars with respect to the alternate Subscriber Premise and pay all Charges to us in respect of the transfer relocation.

BTL, our agents or franchisees shall be allowed free access to the Subscriber Premises to remove the CPE in case of termination, discontinuation or suspension of the Service.

BTL shall have the right to examine the use(s) to which the Service is put by the Customer and to disclose such use to authorized 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.

Access to the Service may be suspended from time to time to allow for maintenance, repairs and upgrades in which case BTL will use all reasonable means to provide the Customer with advance notice of such suspension.

BTL reserves the right to manage and control access to any computer or any BTL System or any computer linked to any BTL System and any data stored therein, in a manner deemed appropriate by BTL, 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.. In so doing, BTL agrees to be bound by Part IV –Obligations on Data Controllers – of the Data Protection Act 2004.

Should the Subscriber decide not to subscribe to the service further to the testing period, BTL shall remove all its equipment without having to incur any costs whatsoever to restore the said premises in its original state.

BTL shall maintain and own all IP addresses that may be assigned to the Subscriber by BTL and BTL reserves, in its sole discretion, the right to alter or remove any and all such IP addresses.

### **8.0 Limitation of Liability and Indemnification**

BTL shall under no circumstances be liable to the Subscriber for any indirect, incidental, special, consequential, exemplary or punitive damages including but not limited to damages for any adverse impact on business, loss of profits or loss of revenue or any payments to third parties, whether or not arising out of provision of Service, Subscriber's use of, or inability to access any part of the Service, CPE or on use of information, services or merchandise provided on or through the Service and regardless of whether the Parties have been informed of the possibility of such damages.

BTL shall not be liable to make any refunds whatsoever in case of non-utilization of the Service or CPE by the Subscriber for any reason.

The Subscriber shall defend, indemnify and hold us harmless against any and all liabilities incurred such as losses, damages, costs and expenses and third party claims against us due to the following reasons;

Arising from any fraud or illegality in relation to or unauthorized use of the Services or CPE by the Subscriber or any third party or other person(s);

Against any intellectual property infringement claims in relation to use of the CPE to make use of the Service.

From any failure by the Subscriber and/or its authorized users to comply with the provisions of the Agreement

From any failure by the Subscriber to comply with Applicable Law or relating to content, information or data transmitted using the Services or relating to the provision of the Service.

A Party ("Requesting Party") makes an indemnification request to the other ("Indemnifying Party"), the Requesting Party shall permit the Indemnifying Party to control the defense and disposition or settlement of the matter, as applicable, at its own expense; provided that the Indemnifying Party shall not, without the express prior written consent of the Requesting Party, enter into any settlement or agree to any disposition that imposes any criminal liability on or charge against the



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Requesting Party. The Requesting Party shall at all times have the option to participate in any matter or litigation through counsel of its own selection and at its own costs.

### **9.0 Termination**

Either Party can terminate the services given a written notice of not less than thirty (30) days' is given. Termination will be effective within thirty (30) working days from the date of receipt of Subscriber's request.

Notwithstanding above, the service may be summarily terminated by BTL:

If, in the reasonable opinion of BTL, the Subscriber has made any breach of contract.

if, the Subscriber, being a corporate client, is in voluntary winding up or in a receivership situation, or being an individual, has made a composition and/or arrangement with or for the benefit of his creditors.

BTL may suspend the service/s of the Subscriber in the event that the latter owes monies to BTL or to any of its agents, without prejudice to any other rights or remedies of BTL. Such suspension shall deem to terminate the service suspended as from the date of the suspension and the Subscriber shall be liable for all charges, fees and rentals incurred up to and including the date of such suspension. Notwithstanding the aforesaid and upon subsequent payment by the Subscriber of such sums as demanded by BTL, the latter may at its sole opinion and subject to such terms as it deems proper, reconnect service/s, in which event this agreement and/ or the service thereby affected shall continue as if the same has not been terminated.

In the event of termination of contract, the Subscriber shall return back to BTL or any of its agents the CPE located at the Subscribers premises in a state acceptable to BTL. Should the Subscriber fail to do so, then the Subscriber shall refund the full price of the equipment or any amount due as determined by BTL.

Notwithstanding the above, upon termination of contract any surplus in the Subscribers account and part or full amount of the security deposit will be refunded to the Subscriber accordingly.

### **10.0 Force Majeure**

Neither Party will be liable for any delay or failure in performance under the Agreement resulting from acts beyond the control of such Party, including without limitation acts of God, acts or regulations of any Authorities or international authority, war or national emergency, whether declared or undeclared, terrorism, accident, fire, lightning, equipment failure, computer software malfunction or design defect, electrical grid / power failure, telecommunication line or submarine cable failure, acts or omissions of other telecommunications providers, riots, strikes, lock-outs, industrial disputes (whether or not involving a Party's employees) or epidemics of infectious diseases ("Force Majeure Event").

### **11.0 Data Protection and Privacy**

BTL shall take adequate measures of data protection and protection of privacy in respect of information and data regarding the Subscriber, its employees and end users as provided for under the License. This information and data ("Subscriber Data") may include, but not be limited to, nature or profile of data transmissions and other data gathered as part of providing the Service or necessary for the establishment, billing or maintenance of the transmission, data containing personal and/or private information, and other data provided to or obtained by us in connection with the provision of Service. Subscriber acknowledges and agrees that we may use, process and/or transfer Subscriber Data only

In connection with provisioning of Services;

To incorporate Subscriber Data into databases controlled by us for the administration, provisioning, billing and reconciliation, verification of Subscriber identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and Subscriber analysis and reporting, and market and Subscriber use analysis;

To communicate to Subscriber information on our products and services or our partners products and services via voice, letter, facsimile or email from time to time and

To comply with Applicable Law., namely the Data Protection Act 2004.

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Subscriber warrants that it has obtained and will obtain all legally required consents and permissions from relevant parties for the use, processing and transfer of Subscriber Data as described in this clause.

### **12.0 Disclaimer**

While BTL will take maximum care to provide the Service, BTL 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.

The Customer acknowledges and agrees that BTL exercises no control over, and accepts no responsibility for, the content of the information passing through BTL's systems.

BTL 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 BTL.

Neither BTL nor its employees, affiliates, agents, franchisees, etc., warrant that the Service/s 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.

### **13.0 Amendments**

BTL reserves the right to amend clauses contained herein and / or the specified Terms and Conditions at any time and from time to time provided adequate notice is given to the Subscriber on its Web Site and the Subscriber shall be bound by the amended terms and conditions. BTL shall notify the Subscriber of any such amendments in writing or by posting same on its Web Site. In the latter situation, the Subscriber will be deemed to have actual notice of such amendments.

### **14.0 Compliance of laws**

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