

terms and conditions

for Internet Everywhere

1. Definitions and Interpretation

The following words and expressions shall have the following meanings:

Cellplus	Cellplus Mobile Communications Ltd.
Customer	any person who applies for/ or subscribes to the Internet Everywhere Service.
Minimum Subscription Period	a minimum period of 12 months for which the Customer shall subscribe to the Internet Everywhere, as per Clause 3.1.
Internet Everywhere	A mobile internet service which provides the Customer access to the Internet through the Cellplus mobile network.
Service	the Internet Everywhere service.
Service Plan	means any Orange Internet Everywhere package including both limited and unlimited access to the internet as further defined in the Application form.

2. Terms and conditions

- 2.1 The following terms and conditions are specific to the Internet Everywhere service and shall form an integral part of the Cellplus Post Pay terms and conditions.
- 2.2 The services of Cellplus Mobile Communications Ltd ("Cellplus") are commercialised under the ORANGE brand and name.

3. Commencement and Duration of Service

- 3.1 The Customer shall subscribe to the Service for the Minimum Subscription Period of 12 months.
- 3.2 After the expiry of the 12-month period, the Service shall be tacitly renewed for another period of 12 months unless the customer notifies Cellplus of his/her intention to terminate the Service in writing one month prior to the expiry of the 12 months period.
- 3.3 Cellplus shall give the customer a seven (7) day trial period during which the customer may terminate the Agreement at any time. After the trial period, the customer shall be bound for the minimum service period of 12 months.

4. Charges and Payments

- 4.1 The customer shall pay the tariff corresponding to the Service Plan chosen by the Customer in the Application form.
- 4.2 The Service Plans do not include charges for SMS messages. SMS shall be charged at Cellplus's standard SMS rates current at the time.
- 4.3 Roaming (3G and GPRS) is subject to connection to foreign networks and cannot be guaranteed.

5. Termination

- 5.1 Notwithstanding clause 3.3, the Customer may terminate the Service prior to the end of the Minimum Subscription Period but shall remain liable for the total amount due up to the end of the Minimum Subscription Period.
- 5.2 Cellplus shall be entitled to terminate the Customer's subscription without any liability under the following circumstances:
- 5.1.1 Material breach of the terms and conditions in this Agreement by the Customer.
- 5.1.2 In case of force majeure or unavailability of Internet Everywhere due to termination of service with the Rights Holder of Internet Everywhere Hardware and/or Software.
- 5.2 Cellplus reserves the right to replace or amend the Service, including but not limited to the Service Plans or these terms and conditions at any time on reasonable notice.
- 5.3 Cellplus reserves the right to withdraw the whole or a part of the Service Plans upon providing not less than thirty (30) days' notice.

6. Customer Obligations

- 6.1 The Customer shall not sell, distribute or subject the Service to any commercial arrangement.
- 6.2 The Customer shall under no circumstances modify the software and/or hardware provided.
- 6.3 Reverse engineering of any hardware provided under this Agreement shall be considered as a breach of this agreement and of Intellectual Property rights. Cellplus reserves the right to take legal action against any person in breach of clause 6.3.

- 6.4 The Customer acknowledges and agrees that he shall not use the Service in any manner which may adversely affect Cellplus or its affiliates' networks or any other Customer.

7. Quality of Service

- 7.1 The Customer acknowledges that the Service is subject to:
- (a) availability of resources including, without limitation, availability of a suitable network infrastructure at the time at which the Service is requested or delivered;
- (b) geographic and technical limitations
- (c) temporary suspension for upgrade or technical repairs.
- (d) Roaming agreements between Cellplus and operators abroad.
- 7.2 Cellplus shall use its best endeavours to provide an acceptable and reasonable level of service but no minimum speed of access is guaranteed.
- 7.3 Should a momentary interruption due to an act or omission of Cellplus last for more than seven (7) consecutive days, Cellplus shall refund the Customer a prorated amount of the rental fee covering the period of interruption from the time such interruption is reported to Cellplus.
- 7.4 The Customer is required to report any fault and/or interruption to Cellplus immediately as any refund (subject to clause 7.3 and 7.5) will only be provided for the period starting on the date such interruption is reported.
- 7.5 The Customer shall not be entitled for any refund if any interruption in service is caused by a third party, a force majeure event and/or any planned modification or upgrade.
- 7.6 CELLPLUS reserves the right to charge the Customer for any intervention due to a misuse of the Service by the Customer.

8. Customer Responsibilities

- 8.1 The Customer may be provided with a unique username and password to access the Service. The Customer shall not disclose same to any third party.
- 8.2 The Customer shall be fully responsible for and shall bear all charges, losses or damages whatsoever arising from any use or misuse of the account and/or username howsoever same may arise.
- 8.3 The Customer warrants that he/she shall not use the Service directly or indirectly:
- a) for any unlawful purposes, including any breach of any regulations, or other criminal purposes nor for transmitting or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character;
- b) for persistently sending messages without reasonable cause or for causing any threat, harassment, annoyance, inconvenience or needless anxiety to any third party.
- c) to post or transmit any information or software which contain a virus, worm, or other harmful component;
- d) to copy, upload, post, publish, transmit, reproduce, or distribute in any way or manner whatsoever, information, software, or other material which is protected by a copyright or other proprietary right or derivative works with respect thereto, without obtaining permission from the copyright owner;
- 8.4 The Customer shall be responsible for ensuring compatibility of the software provided for accessing the Service with any equipment used or owned (as the case may be) by the Customer.
- 8.5 The Customer recognises that the Service may provide permanent access to the Internet and that his/her computer or other device may remain connected to the Internet. The Customer agrees to take all necessary and appropriate measures so as to protect his/her data and/or software from, among other things, computer viruses or intrusion of a third party for whatever reasons given that the Internet is not a secure network.

9. Cellplus Responsibilities

- 9.1 Cellplus warrants that the USB key provided to the Customer for accessing the Service (the "USB Key") is free from faulty workmanship, design, manufacture or mechanical defects.
- 9.2 Where the Customer has purchased the USB key from Cellplus, the warranty shall cover a period of 12 months as from the date of delivery.
- 9.3 Cellplus shall endeavour to replace any defective USB key hardware and/or software within five (5) working days.
- 9.4 No warranty shall apply for the USB key if any unauthorised person has repaired or tried to repair the card or the card has not been used or installed

according to the manufacturing specifications.

- 9.5 Additionally, no warranty shall apply where the USB key has been damaged by any external factors such as (but not limited to) contact with liquids, electric shock, extreme temperatures, thermal damage, improper voltage or power supply or shock resulting from fall.
- 9.6 In no event shall Cellplus be liable to the Customer and/or any other third party for any damages whatsoever, including any loss of profits, lost savings, or other incidental or consequential damages arising from such defects.
- 9.7 Cellplus does not guarantee compatibility of any hardware and/or software in the event of any changes/upgrade brought to the network infrastructure or technology.
- 9.8 Cellplus will use its best endeavours to maintain continuity of service in cases of changes/upgrades being brought to the network infrastructure or technology.

10. Intellectual Property Rights

- 10.1 Cellplus is the holder of all the rights for the commercial distribution of the USB key hardware and/or software or part thereof. This Agreement does not transfer any of those rights onto the Consumer. Any reproduction, modification, representation or adaptation is strictly prohibited and shall constitute a breach of this Agreement.
- 10.2 Cellplus is the authorised licensee of the USB key hardware and/or software or part thereof. This Agreement shall not transfer or confer such rights onto the consumer.

11. Dispute

- 11.1 Cellplus shall endeavour to resolve all disputes amicably in the interest of both parties within 30 days to the satisfaction of both parties.
- 11.2 All complaints shall be in writing and addressed to Orange Customer Care.

12. Liabilities

- 12.1 Cellplus shall not be liable to the Customer and/or any third party 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 Cellplus or any of its authorised representatives has been advised of the possibility of such damages, or for any claim by any other party.
- 12.2 Cellplus warrants that it has no control over the information transmitted to or from the internet. Cellplus shall not be liable for the transmission or reception of information of whatever nature.
- 12.3 In no event shall Cellplus or its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors or the like be liable for:
- (a) 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.
 - (b) 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.
 - (c) any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the Customer or any third party, even if Cellplus has been advised of the possibility of such damages.
 - (d) 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.
 - (e) any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information the Customer's account and particulars. Neither shall Cellplus be liable for any error, omission, nor inaccuracy with respect to any information disclosed.

13. Data Protection

- 13.1 By having the Service installed, the Customer is giving his/her consent to the following:
- (a) Cellplus may contact the Customer by mail, telephone, email, short message service or other electronic messaging services with information about other Cellplus products and services.
 - (b) Cellplus may use Customer's information for marketing and promotional purposes. Cellplus will not disclose the Customer's email address and telephone number to third parties without the prior explicit consent of the Customer.
 - (c) If the Customer does not wish to receive information from Cellplus or any other third party in partnership with Cellplus, the Customer must inform Cellplus in writing addressed to Orange Customer Care.

14. Territory

The Service is only intended for use in Mauritius. Additional charges, including applicable roaming charges, shall apply for using the Service outside the territory. For additional information on roaming and roaming charges applicable please click on the following link: www.orange.mu.