

## 6. General Terms and Conditions

### 1.0 DEFINITIONS

Use of the Orange SIM is subject to the following terms and conditions and any amendment thereof as may be introduced from time to time. You should not use the Orange SIM until you have read the terms and conditions. By using the Orange SIM, you agree to be bound by these terms and conditions.

In these Terms and Conditions, the following words will have the following meaning unless the context otherwise requires:

**Cellplus** means Cellplus Mobile Communications Ltd.

**Force Majeure** means an event or circumstance beyond the direct control of Cellplus. Force Majeure events shall include, but not be limited to, acts of God, fire, floods, cyclones, earthquakes, epidemics, strikes, lockouts, riots, effects of war, civil commotion, political unrest, and governmental acts, proclamations and regulations (including export and import control

regulations and foreign exchange regulations).

**Customer** means the legal entity with which Cellplus agrees to provide the Service.

**Orange** means a registered trade mark utilised by Cellplus.

**Orange Prepay** means a prepay account associated with an Orange SIM which you can recharge using a scratch card, E-voucher or through an ATM or SMS.

**Regulatory Authority** means the Information and Communication Technologies Authority or any such Authority regulating the Service.

**Service** means telecommunications service and/ or other services as Cellplus may choose to make available via the System from time to time, including voice, data, Internet, and content.

**System** means the Telecommunications systems as made available by Cellplus.

**SIM** means Subscriber Identity Module.

**Orange SIM** means the SIM attributed by Cellplus to the Customer to access its mobile network services.

**Value Added Services** means any additional features and services which Cellplus may offer on the Service other than the basic services offered by Cellplus.

**Validity Period** Validity period in relation to Orange

Prepay shall be the maximum time period, after activation of the Orange prepay, during which the Customer will be allowed to access the Service or Value-Added Services as may be provided by Cellplus from time to time.

**ICT** Information Communication and Technology Act.

**ICTA** Information and Communication Technology Authority.

## **2.0 SCOPE**

The Orange SIM contains the mobile number attributed by Cellplus Mobile Communications Ltd to the Customer. The Customer shall have to purchase an Orange Prepay to enable him to access the Services or Value-Added Services offered by Cellplus.

## **3.0 ACCESS TO THE SERVICE**

3.1 According to Telecommunication Order 3 of 2006 issued by the ICT Authority, every Customer of an Orange SIM shall have to register with Orange before using the service. The Customer shall have to provide a copy of his identity card or his passport number before activation of Service.

3.2 The Customer shall be required to activate the Orange SIM by calling 124 before the validity date specified on the Starter Pack.

Failure to do so may result in disconnection of the mobile number which may be reallocated to any other Subscriber.

- 3.3 Customer may check his credit by dialling \*122# or 126.
- 3.4 No printed bill will be issued to the Customer, except upon Courts' order.
- 3.5 Orange prepaid service is not offered with any billing and call record services.

#### **4.0 VALIDITY PERIOD**

- 4.1 The Orange Prepay shall be available in different denominations and shall be valid for different time periods as stated therein.
- 4.2 The Orange Prepay shall remain valid for use on the Cellplus network within a specific validity period or until the total value is fully utilized, whichever occurs first. After this time period, you can only receive calls. It is recommended that you recharge your account as soon as possible to avoid deactivation.
- 4.3 If you do not recharge your account within 60 days after depletion of your credit or when the validity of your credit has expired, Cellplus reserves the right to disconnect your mobile number. Cellplus is not bound to give any further

notice to the Customer and may re-assign the deactivated number to any Customer.

- 4.4 If the Customer requires reconnection following disconnection, a reconnection fee may be payable and a different number may be assigned at the discretion of Cellplus. Any unused credit will be lost when mobile number is reconnected.

#### **4.5 PREPAY PREMIUM**

If you do not recharge your account within 10 years after depletion of your credit or when the validity of your credit has expired, Cellplus reserves the right to disconnect your mobile number.

#### **5.0 RESPONSIBILITIES OF CELLPLUS**

- 5.1 Cellplus shall exercise the reasonable skill and care of a competent public telecommunications service and/or network provider in providing the Services to the Customer.
- 5.2 Cellplus shall in no circumstances be liable to the Customer to the extent that the service is disrupted, degraded, and/or unavailable.
- 5.3 Cellplus reserves the right to disclose any information on the Customer and the details of the Service provided to the relevant authorities.
- 5.4 Cellplus is registered as a Data Controller

with the Data Protection Office of Mauritius under the Data Protection Act 2004.

- 5.5 Cellplus reserves the right to display interactive messages on the user's terminal in order to provide more information and/or facilitate access to its value-added services.

## **6.0 RESPONSIBILITIES OF CUSTOMER**

- 6.1 The Customer will be responsible for using his mobile, including use by third parties, in compliance with all legal and contractual provisions.

- 6.2 The Customer will be liable for any improper use, defamation, offences caused or may be caused from the use of the mobile number or any third party to whom the mobile numbers have been allocated.

- 6.3 The Customer will be required to register with Orange as per the Information Communication and Telecommunication Acts' directives.

- 6.4. You have the right to request Cellplus to stop sending you any advertising and marketing materials on products and services of Cellplus.

## **7.0 CHARGES**

The Customer agrees to Cellplus deducting any fee or charges which may occur in

the provision of the Service, as well as the charges for calls in accordance with the tariff charged for the Service/Value-Added Service.

## **8.0 AMENDMENT**

Cellplus reserves the right to vary the terms and conditions and provisions under which Service is offered, including, but not limited to variation of any or all of its charges/tariffs and charging mechanisms for the Service/Value-Added Services, by giving reasonable prior notice wherever possible to the Subscriber.

## **9.0 LIMITATION OF LIABILITY**

- 9.1 Cellplus shall not incur any liability by reason of the suspension or the termination of the Service.
- 9.2 Cellplus takes no responsibility for the theft, loss or damage of any Orange SIM or Orange Prepay. In the event that the Orange SIM is lost, the Customer shall report the Police and shall notify Cellplus IMMEDIATELY for disconnection.
- 9.3 Cellplus shall not be liable for any loss or damage which may be occasioned through any interruption or loss of the Service from any cause whatsoever, including, but not

limited to, lack of coverage.

9.4 Cellplus shall not be liable for damage resulting from unlawful use of its services or use of its services in violation of this Agreement. Cellplus shall not be held responsible if services are temporarily disrupted, restricted in whole or in part or unavailable as a result of force majeure, specifically major natural disasters (avalanches, floods, etc.), war, strike, unforeseeable government restrictions, loss of power, viruses, or force majeure etc.

9.5 Cellplus does not make any warranty on the availability or complete array of services provided by Cellplus to the Customer.

## **10.0 TERMINATION**

10.1 Cellplus reserves the right to summarily and at any time suspend or terminate the Service with the Customer without having to give to the Customer any reasons whatsoever thereof.

10.2 Cellplus reserves the right to disconnect or refuse Service to a Customer if Orange is of opinion that the customer is in breach of any representation, warranty or obligation under this Agreement and has not remedied such breach.

10.3 Cellplus may at any time and from time to time modify or discontinue, temporary or permanently, the Service (or any part thereof) with or without notice if Cellplus considers such modification, discontinuation desirable, in which event, Cellplus shall not be liable for any loss or inconvenience to the Customer or to any third party.

#### **11.0 USE OF CUSTOMER INFORMATION DATA**

11.1 Subject to clause 11.3 below, the Customer hereby consent Cellplus to use the data provided by the Customer and other related information in order to improve on the Service provided and for marketing purposes.

11.2 Cellplus shall take appropriate measures to prevent unauthorised access to the data/info so provided in accordance with legislations in Mauritius.

11.3 The customer may at any time opt out of Orange database by notice in writing.