

# GENERAL TERMS & CONDITIONS OF SERVICE

## DEFINITIONS

In this agreement, the following words will have the following meaning unless the context otherwise requires. Special definitions with regard to other Services are provided in the respective annexes relating to the particular service: -

“**EGALLYYS**” means EGALLYYS LTD. Registered in Mauritius, located 3<sup>rd</sup> floor, Goliva Court Building, Saint-Jean Road, Quatre Bornes. BRN: C10096828.

“**Force Majeure**” means an event or circumstance beyond the direct control of EGALLYYS. Force majeure events shall include, but not to be limited to, acts of GOD, fire, floods, earthquakes, epidemics, strikes, lockouts, riots, effects of war, civil commotions, political unrest, and government acts, proclamations and regulations (including export and import control regulations and foreign exchange regulations)

“**JEMCALL**” is the trademark of EGALLYYS LTD. This trademark is registered under reference 15706/2014 delivered by the GOUVERNEMENT OF MAURITIUS

“**License**” means any license (including that license as from time to time amended) granted or having effect as it granted under the ICT Act 2001.

“**Payer**” means person elected by the Subscriber and consented by the payer who accepts responsibility for paying the subscriber’s charges in respect of the Subscriber’s use of Egallyys’s Service(s) and/or Value Added Services whether in part or whole. “**Internet**” means the global data network comprising interconnected using the TCP/IP protocol suite

“**Internet Standards**” means the protocol and standards defined in the following Internet documents: RCF1009, 1122, 1123 and 1250 and any other applicable protocols and standards from time to time.

“**Subscriber**” means licensed of the EGALLYYS system and includes a person reasonably appearing to EGALLYYS to act with the Subscriber’s Authority.

“**Subscriber Equipment**” means any equipment and capable of providing a communication service in EGALLYYS system in accordance with this agreement, includes fixed and mobiles handset, to facilitate the connection of the equipment to the service.

“**Service**” means the Telecommunications services as made available du EGALLYYS from time to time.

“**System**” means the system used by EGALLYYS to deliver the services from time to time and includes International Long Distance Telecommunications

“**Regulatory Authority**” means the information and Communication technologies Authority or any such authority regulating the Service.

“**Supplier**” Means any entity with whom EGALLYYS directly or indirectly deals to offer a service and includes content providers

## 1. APPLICATION

The would-be subscriber shall make an application to become a subscriber to the Service(s) offered by EGALLYYS by filling in and remitting to EGALLYYS the printed Airtime Agreement form (also called “the Application”).

## 2. ACCEPTANCE OF APPLICATION

2.1. EGALLYYS shall only be bound by the Application when it has been signed and accepted by a duly authorized representative of EGALLYYS Acceptance will only take place if the subscriber and/or Payer(s) as applicable pass amongst others a credit rating to EGALLYYS’s satisfaction. This agreement, together with the terms and conditions contained overleaf, constitutes the entire contract between the Subscriber and/or Payer as applicable and the terms of this agreement shall apply to the exclusion of all other terms and conditions whether implied or proposed by the Subscriber and/or Payer orally or in writing unless expressly accepted writing by EGALLYYS.

2.2. EGALLYYS reserves the right to change from time to time the terms, conditions and provisions under which the service is offered, including but not limited to variation of any or all of its charges/tariffs and charging mechanisms for the Service, by giving reasonable prior notice whenever possible to the Subscriber and by publishing amended tariffs and/or terms and conditions which shall be available at such other place or published by the means of such other medium as may be decided by EGALLYYS Such amendments and/or variations shall have immediate effect and this agreement shall be amended and/or varied accordingly.

## 3. CONNECTION TO THE SYSTEM AND PROVISIONS OF THE SERVICE

3.1. Upon acceptance of this agreement by EGALLYYS, such acceptance being at EGALLYYS’s absolute discretion, EGALLYYS shall connect the Subscriber preselected line(s) to the system as soon as is reasonably practicable and/or technically possible. Where EGALLYYS decides not to accept the subscriber’s Application it shall return to the subscriber all sums received by it from the subscriber less its reasonable charges respect of any service performed supplied to the Subscriber; and except herein provided, EGALLYYS shall have no responsibility or liability to the subscriber whatsoever in respect of any loss or damage suffered by the Subscriber howsoever arising.

3.2. EGALLYYS shall use all reasonable endeavors to maintain the connection while the subscriber abides by the provision of this agreement.

## 4. DURATION OF AGREEMENT

This Agreement shall come in force from the date of commencement of the Service after agreement approval and payment of the security deposit. No request for commitment is needed except for Packages where it shall remain in force for an Initial Period of 12 (twelve) months, hereafter called the Initial Period. After the Initial Period, the contract shall continue indefinitely until terminated in accordance with clause 8 below.

## 5. CHARGES AND PAYMENT TERMS

5.1. For Prepaid Customers

5.1.1. EGALLYYS Prepaid service is not offered with any billing. No printed bill will be issued to the Customer, except upon Courts’ order.

5.1.2. EGALLYYS Prepaid service requires a minimum of recharge which can be changed at his sole discretion

5.1.3. EGALLYYS Prepaid Service shall be valid for 6 (six) months upon payment

5.1.4. EGALLYYS Prepaid Service shall remain valid for use on the EGALLYYS network within a specific validity period or until the total value is fully utilized, whichever occurs first. After this time period, the customer would not be able to make international calls.

5.1.5. All available credit is not transferable or refundable at any time.

5.1.6. The Customer agrees to EGALLYYS 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.

5.2. For Non-Prepaid Customers

5.2.1. EGALLYYS shall issue to the Subscriber and the Payer(s) as appropriate at the respective addresses supplied, a monthly statement of account showing the amount due by the Subscriber and/or Payer to EGALLYYS. The Subscriber and/or Payer(s) shall be bound pay to EGALLYYS the amounts against their respective names/accounts on the statement of account notwithstanding any contestation there may be respect thereof. Any dispute relating to that statement of account shall be settled thereafter and all adjustments.

5.2.2. The subscriber and Payer(s) shall promptly pay fees in respect of the service as shown in EGALLYYS’s statement of account.

5.2.3. The subscriber remains at all times liable for all fees stated in the statement of account arising from his use of the Service including in the event the Payer(s) fails to settle amounts they have consented to pay by the due date.

5.2.4. It shall be the sole responsibility of the Subscriber to ensure that the Payer(s) settle such that they have contracted to settle on behalf of the Subscriber by the due date.

5.2.5. The subscriber and/or Payer(s) shall be deemed to have received the statement of account at the appropriate time; it has been posted or delivered or sent by email to their addresses as supplied to EGALLYYS. It is the responsibility of the Subscriber and/or payer(s) to ensure that their addresses remain up to date with EGALLYYS.

5.2.6. In the event of any fees and/or charges remaining unpaid after becoming due, EGALLYYS reserves the right to charge interest on the overdue amount that is still outstanding (exclusive of VAT) at 10% (ten percent) rate as from 28 (twenty eight) days after the account was overdue.

5.2.7. In the event of recovery of any unpaid amount through the medium of an attorney at law, the Subscriber and/or Payer shall be liable to indemnify EGALLYYS of all costs incurred by EGALLYYS in order to recover the unpaid amount. Such costs shall include but not be limited to the actual expenses, overheads, man-days, and commission and VAT charged by the attorney-at-law.

5.2.8. The Subscriber and/or Payer(s) bind himself/themselves to comply with the billing and payment conditions as stipulated on the statement of account. Any query regarding fees and charges shown on the statement of account must be made in writing not later than the service restriction date shown on the statement of account, failing which the statement of account shall be deemed to have accepted by the Subscriber. EGALLYYS endeavors to resolve such queries promptly. The decision of EGALLYYS shall be final and binding.

5.2.9. A detailed bill will be dispatched together with the statement of account upon the subscriber’s written request only to the subscriber, copy of same will be sent either by post or by email or remitted personally to the Subscriber upon request on presentation of the National Identity Card of the Subscriber to EGALLYYS may charge such reasonable fees for the detailed bills as it may, in its sole discretion, determine. The Payer(s) understand and agree that any payment made whatsoever on the Subscriber’s behalf does not entitle them to the Subscriber’s detailed bill save and except in case as authorized by law. The subscriber shall be liable for all charges for the Service provided in respect of the telephone line(s) and associated numbers as per the list supplied by the Subscriber, whether the said telephone line(s) and associated numbers has been used by the Subscriber or by some person or device.

5.2.10. The subscriber and/or Payer(s) shall pay to EGALLYYS any government tax charges where applicable at the rate ruling at the relevant time.

5.2.11. Together with the application for the service of EGALLYYS Packages, EGALLYYS could ask to the Subscriber and/or Payer a deposit (the “Deposit”) in an amount minimal equivalent to one-month subscription. The amount of the required deposit may be varied from time to time by EGALLYYS. The deposit is to be used as a security in respect of all amounts, which may be owned by the Subscriber under this agreement, and any balance thereof will be refunded to the Subscriber and/or Payer as appropriate upon termination of this Agreement, after deduction in respect of all amounts due to EGALLYYS. As and when requested to do so by EGALLYYS, the subscriber and Payer(s) hereby agree and bind themselves to increase the deposit remitted to EGALLYYS. The Subscriber and Payer(s) acknowledge that failure to do so may result in suspension or termination of the Service.

- 5.2.12. When Businesses apply to the EGALLYYS B2B, a monthly charge and fees per preset lines will be applicable on their statement of account. The amounts may be determined at the sole discretion of EGALLYYS. The Subscriber and Payer(s) acknowledge that failure to do so may result in suspension or termination of the Service.
- 5.2.13. An initial credit limit has been established and is shown overleaf. EGALLYYS reserves the right to administer the customer's account by the assigned credit limit or otherwise. EGALLYYS has the right in its absolute discretion to unilaterally amend this credit limit at any time. In the event of such amendment, the Subscriber will be informed of that fact on this statement of account
- 5.2.14. EGALLYYS reserves the right to totally or partially disconnect the Subscriber's faculty to make international calls, with or without notifying the subscriber in the case of the Subscriber exceeding the prescribed credit limit. EGALLYYS is however not bound to effect such suspension or disconnection immediately upon the subscriber reaching the credit limit. EGALLYYS has the right to predetermine and prefix the credit limit for the use of EGALLYYS services. In the event that the Subscriber has exceeded his predetermined limit, he will be responsible to pay for all calls made and Services obtained even beyond the stated limit. Credit Limit is only an expression of intended monthly usage for the information of the Subscriber and monitoring of the account, and not a limitation of liability.
- 5.2.15. In the event the Subscriber has elected Payer(s) and the Payer(s) have consented to pay in whole or part of the Subscriber's bills, the payer(s) own Credit Limit for his own subscription with EGALLYYS shall act as his Credit Limit in respect of both the Payer's own Service and that of the Subscriber's particular Service which the Payer has consented to pay on behalf of the Subscriber. EGALLYYS shall not be held liable in any manner whatsoever to the Subscriber/Payer should the Credit Limit of the Payer be reached and/or disconnection of the Payer's Service arising from Subscriber causing Payer's credit limit to exceed resulting in disconnection of Payer's Service(s). EGALLYYS shall not be liable to the Subscriber/payer(s) for any loss or damage, which the Subscriber may sustain.
- 5.2.16. In the event of disconnection of Payer's Service, the Payer undertakes to settle the charges for his own usage and that of the Subscriber promptly in order for the Service to be reconnected.
- 5.2.17. EGALLYYS may at its entire discretion and subject to credit checking, accept to increase the Payer's credit limit.
- 5.2.18. EGALLYYS may at its entire discretion review the Subscriber's credit limit in the event any Payer(s) fail, refuse or discontinue to make payments on behalf of the Subscriber.
- 5.2.19. In the event the Subscriber elects to pay for service(s) or part of Services on behalf third party (ies), such Service shall be subject to terms of conditions of this agreement.

## 6. OBLIGATIONS OF THE SUBSCRIBER

- 6.1. The subscriber and Payer(s) acknowledge that the system is operated under the license from the Regulatory Authority and that the provision of the said license(s) and agreement(s) apply to the use of the service and that the subscriber hereby undertakes:
  - 6.1.1. To ensure that the service is not used for any unlawful purpose
  - 6.1.2. To ensure that the Subscriber equipment is lawfully possessed and does not contravene any law or regulation of the Republic of Mauritius.
  - 6.1.3. To ensure that the service is not used at any time to cause irritation, annoyance, embarrassment, or nuisance of any kind whatsoever to others
  - 6.1.4. To comply with all rules and regulations of the Regulatory Authority
  - 6.1.5. To cease to utilize the service for such periods as may be required by EGALLYYS
  - 6.1.6. To continue to be liable for all fees and charges during the period of interruption or loss of service for any cause whatsoever including if the Payer(s) fail, refuse or discontinue payments on behalf of the subscriber.
  - 6.1.7. To ensure that the Service shall be used solely for international calls of speech, any such other Service as may be made available from time to time. Unless otherwise specified, the Services are for the Subscriber's personal and non-commercial use.
  - 6.1.8. To promptly report to EGALLYYS the discovery of any unauthorized usage or any other occurrence of unlawful acts/events. Such report shall be supported by a statement to the Police.
  - 6.1.9. Not to act or limit to act in any way injure or cause damage to any person, property or the System or cause the quality of the Service to be impaired.
- 6.2. The Subscriber acknowledge that the international calls thru mobile phones may be subject to the interference and high atmospheric conditions and physical feature, including (without prejudice to the generally hereof) high buildings, tunnels, lifts, trees and proximity of other air waves users.
- 6.3. The Subscriber agrees to indemnify EGALLYYS in respect of any claims, costs, damages, and losses (including loss of profits and legal fees) sustained by EGALLYYS as a result of breach of this agreement by the Subscriber
- 6.4. Any person signing this agreement on behalf of an individual or a company should produce relevant documents authorizing to do so, as a guarantor or as a responsible official of the company, but the non-production of any such documents shall not impair EGALLYYS's claim against the company.

## 7. TERMINATION

- 7.1. By the Subscriber
  - 7.1.1. The Subscriber, for which the initial period in clause 4 is applied, may terminate the agreement after the initial period by giving EGALLYYS at least 1 (one) month prior in writing and shall respect all liabilities as stipulate under clause 8.1.
  - 7.1.2. The Subscriber, for which the initial period mentioned in clause 4 is applied, shall be liable on termination of this Agreement, before the end of the initial period, for all liabilities as stipulated under clause 8.
  - 7.1.3. The Subscriber, for which no initial period requested as mentioned in clause 4, may terminate the agreement by giving EGALLYYS at least 1 (one) month prior writing and shall respect all liabilities as stipulate under clause 8.1.
- 7.2. By EGALLYYS
  - 7.2.1. In the event that the conditions of use of the Subscriber Equipment or rules and regulations of the Regulatory Authority are breached, EGALLYYS shall be entitled to withdraw the Subscriber Equipment from the service immediately and without prior consultation with the Subscriber.
  - 7.2.2. EGALLYYS reserves the right to disconnect or refuse service to a Subscriber, if directed to do so by the Regulatory Authority
  - 7.2.3. EGALLYYS reserves the right to summarily suspend or terminate the Agreement with the Subscriber without being bound to ascribe any reasons therefor. The Subscriber and/or Payer(s) shall be liable to make payments stipulated in clause 8 hereunder.
  - 7.2.4. In the event EGALLYYS exercises its right to suspend or terminate the service provided for herein, EGALLYYS shall not be liable to the Subscriber for any loss or damage, which the Subscriber may sustain
- 7.3. Termination of the agreement either by the Subscriber or EGALLYYS shall not relieve the Subscriber from its responsibilities and liabilities under this agreement which are incurred prior to and up the effective date of termination
- 7.4. EGALLYYS shall, without prejudice to any other claims or remedies which it may have against the Subscriber, have the right to terminate the service and this agreement without liability upon the happening of any one of the following events:
  - 7.4.1. If EGALLYYS for whatever reason is unable to provide the service
  - 7.4.2. If the Subscriber commits a breach of this agreement or in the case of a breach capable or rectification fails to rectify the same within seven days of EGALLYYS giving notice of it
  - 7.4.3. If any information supplied by the Subscriber to EGALLYYS is inaccurate, false or misleading.

## 8. SUBSCRIBERS LIABILITY ON TERMINATION

- 8.1. In the event of termination of this agreement, the Subscriber shall be liable to EGALLYYS:
  - 8.1.1. All the fees and charges uncured by the Subscriber for use of the service up to and including the effective date of termination of this agreement
  - 8.1.2. The monthly service fees and charges for the balance of the initial period plus, when applicable, the 1 (one) month notice period
- 8.2. In the event of termination of this agreement before the end of the initial period, only 1 (one) month notice period is necessary if the subscriber shall meet and give a proof of one of these conditions:
  - 8.2.1. Final departure from Mauritius
  - 8.2.2. Termination of his preselected line(s)
  - 8.2.3. In the case mentioned in clause 15.6.9.

## 9. EGALLYYS RIGHT AND NON-LIABILITY

- 9.1. In the event of registration/ termination/transfer of subscription, the Subscriber shall provide Egallyys with a letter of authorization acceptable to EGALLYYS
- 9.2. EGALLYYS may at any time end from time to time modify or discontinue, either temporarily or permanently, the service (or any thereof) with or without notice if EGALLYYS considers such modification, discontinuation desirable, in which event, EGALLYYS shall not be liable for any loss or inconvenience to the Subscriber or to any third party resulting there from.
- 9.3. EGALLYYS shall not be liable for any loss or damage, which may be occasioned through the interruption or loss of service from any cause whatsoever including but not limited to loss or lack of coverage, but in case of such interruption or loss of the service, EGALLYYS shall make every effort to restore the service within a reasonable time
- 9.4. EGALLYYS will not be liable to the Subscriber for any loss of business, profit, revenue of goodwill, anticipated savings, use or contracts or for any indirect or consequential loss however it arises
- 9.5. EGALLYYS reserves the right to amend, delete and/or vary any of the clauses herein stated and the Subscriber shall be bound to observe perform and comply with clauses herein and any amendments thereof. Such amendments, as and when made, shall be conveyed to the Subscriber by such means of communication as is deemed appropriate by EGALLYYS
- 9.6. EGALLYYS shall endeavor to provide annoyance, call tracing on written request under the strict condition that the Subscriber has reported the annoyance call to the police. Any report on the call tracing will be given only to the police, authorities as authorized by the Court order.
- 9.7. EGALLYYS shall not be liable to the Subscriber or any third party with respect to any action taken or committed to be taken by EGALLYYS in connection with or arising out of this agreement. EGALLYYS shall not be liable to the Subscriber or any third party for indirect or unforeseeable or unforeseeable losses. EGALLYYS shall in no event be liable to third parties for the execution of the service.

- 9.8. EGALLYYS shall not be liable for loss, damage to health and/or property or otherwise through use of mobile cellular phones to make international calls. EGALLYYS advises the use of the following accessories.
- 9.8.1. Approved hand free kits
- 9.8.2. Ear pieces
- 9.8.3. Shields
- 9.9. EGALLYYS and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, quality, variety, speed and accuracy of the information, products, and service. All such information, products and service are provided "AS IS" without warranty of any kind. EGALLYYS and/or its suppliers hereby disclaim all warranties and conditions with regard to the information, product and service. Notwithstanding the foregoing, EGALLYYS will use its best endeavors to update or cause to, make changes to, regularly. Such information or service shall however not be relied upon for personal, legal or financial decisions. EGALLYYS or its suppliers shall not be liable for any loss whatsoever as a result of reliance placed on the aforesaid information or service.
- 10. EGALLYYS'S REMEDY**
- 10.1. EGALLYYS may, without prejudice to any other right or remedy to EGALLYYS and notwithstanding any waiver of previous breach, suspend or disconnect the service, if:
- 10.1.1. The Subscriber and/or Payer(s) shall be adjudged bankrupt or a receiving order against him or if he makes any composition or arrangement with or assignment for the benefit of his creditors or becomes insolvent.
- 10.1.2. The Subscriber and/ Payer(s), in the case of a company or firm, shall be wound up or have a receiver or manager appointed or becomes insolvent
- 10.1.3. EGALLYYS is of the opinion that the Subscriber and/ or Payer(s) have failed to observe or perform any of the terms and conditions of this agreement, any provision or regulation imposed by the regulatory Authority and/ or any other relevant law in force from time to time.
- 10.2. Notwithstanding clause 10.1 hereof, upon subsequent payment by the Subscriber and/or Payer(s) of such terms as demanded by EGALLYYS (including additional deposits, if any) for the continuation of the service, EGALLYYS, in its absolute discretion, may restore the service, and the agreement shall continue to be in force. In the case of reconnection of the service, the Subscriber and/or Payer(s) shall be liable for the reconnection charges and such other charges as deemed necessary by EGALLYYS.
- 11. TRANSFER OF SUBSCRIPTION**
- 11.1. The Subscriber (hereinafter called the transferor) may transfer the subscription to another party (hereinafter called the transferee) with prior written authorization of EGALLYYS
- 11.2. The date of transfer of subscription shall be the date as prescribed by EGALLYYS in the written authorization of EGALLYYS
- 11.3. The transferor and/or Pater shall be liable to EGALLYYS for fees and charges incurred in respect of the Service rendered by EGALLYYS up to and including the date of transfer of Subscription.
- 11.4. The transferee shall sign an agreement with EGALLYYS and the agreement shall commence from the date of transfer provided that if the transferee terminates the agreement within the transferor's initial period provisions of clause 8 shall apply.
- 12. LAWS APPLICABLE-JIRISDICTION**
- The construction, validity and performance of this agreement shall be governed by the laws of the republic of Mauritius, and the parties irrevocably submit to the exclusive jurisdiction of the Mauritian courts for the purpose of enforcing any claim arising hereunder.
- 13. FORCE MAJEUR**
- 13.1. EGALLYYS shall not be liable to provide the service in the event of a force Majeure or for acts or omissions of persons or bodies for whom EGALLYYS is not responsible or any other cause, whether similar or dissimilar, outside EGALLYYS's control
- 13.2. No Liability of any nature whatsoever shall be incurred by EGALLYYS on the happening of a Force Majeure or any such events as aforesaid
- 14. MISCELLENEOUS**
- 14.1. No delay, neglect or forbearance on the part of EGALLYYS in enforcing any provision of this agreement shall be deemed to be a waiver or create a precedent or in any way prejudice to EGALLYYS's rights under this agreement
- 14.2. Where there is a conflict between this agreement and any other conditions mentioned in or printed on any correspondence exchanged between the parties, this agreement will prevail
- 14.3. In the event that any term, condition or provision of this agreement is held to be a violation of any applicable law, statute or regulation, the same shall be deemed to be deleted from this agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this agreement shall remain in full force and effect as if such term, condition or provision had not originally been contained in this agreement.
- 14.4. The headings in this agreement shall not affect its interpretation throughout this agreement, whenever required by context, the use of this singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include any genders.
- 14.5. The schedules and/or annexes to this agreement constitute an integral part thereof.
- 14.6. Special Conditions in the annexes below shall also constitute an integral part of this Agreement.
- 15. INTERNATIONAL LONG DISTANCE SERVICE**
- 15.1. DESCRIPTION OF THE SERVICE**
- 15.1.1. The international Long Distance Service shall be provided via the international Long Distance Systems as made available by EGALLYYS
- 15.1.2. Access to the International Long Distance shall be via such Carrier Access Code as allocated to EGALLYYS by the Regulatory Authority and for time being the '088'
- 15.1.3. The subscriber shall ensure with its access provider that the Carrier Access Code assigned to Egallyys, currently '088' has been released by the access provider and is operational on the telephone line(s) and associated numbers as per the list supplied by the Subscriber shall forthwith inform Egallyys, with all necessary information and documentation required in the event that the Carrier Access Code has not been released
- 15.2. PROVISION OF THE SERVICE**
- 15.2.1. For operational reasons EGALLYYS may vary the technical specification of Service
- 15.2.2. The Subscriber acknowledge and agrees that it is technically impracticable to provide a fault free Service and EGALLYYS does not undertake to do so
- 15.2.3. Any date proposed by EGALLYYS for the provision of service or a facility is to be treated as an estimate only and EGALLYYS accepts no liability for failure to meet it.
- 15.2.4. Where at the request of the Subscriber any work to provide Service is done outside EGALLYYS's normal working hours, the Subscriber will pay a charge for such work calculated at EGALLYYS's applicable hourly rate.
- 15.2.5. If EGALLYYS agrees any change in Service, this Contract is to be treated as varied accordingly.
- 15.2.6. In consideration of the payment by the Subscriber of the charges, fees and/or rentals, EGALLYYS shall provide the Service during the continuance of this Contract subject to the compliance by the Subscriber with all the terms and conditions set out in this Contract.
- 15.2.7. EGALLYYS reserves the right to cancel or delay the provision of the Service to a Subscriber, if the Service is not likely to be effected in satisfying conditions for the Subscriber or the Subscribers already connected or if the Subscriber is likely to use it for purposes which constitute a breach of Contract
- 15.2.8. Occasionally EGALLYYS may
- 15.2.8.1. For Operationally reasons, change the code or the numbers allocated to the Subscriber or the technical specification of the service to match changes in the network infrastructure.
- 15.2.8.2. 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. EGALLYYS will restore the service as soon as it reasonably can after the suspension. EGALLYYS will not be liable for any prejudice suffered by or caused to the Subscriber as a result of the suspension of the service.
- 15.2.8.3. Give the Subscriber instructions, which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by EGALLYYS to the Subscriber or to any other Customer. When possible, EGALLYYS will give the Subscriber as much notice as possible before doing any of the above things and EGALLYYS will restore service as soon as possible after temporary suspension.
- 15.3. MINIMUM PERIOD OF SERVICE**
- 15.3.1. The first minimum period of service beginning on the day when Service is first made available is 1 (one) month except for Packages where the minimum period of service is 12 (twelve) months, but it does not prevent EGALLYYS from exercising its rights to suspend Service, or subject to paragraph 8. either party from terminating the Contract of a service or facility under it.
- 15.3.2. After this minimum of period, the Subscriber is renewing the contract for subsequent periods of 1 (one) month. At anytime, the Subscriber can notify in written Egallyys of his/her intention to terminate the contract with 1 (one) month notice period.
- 15.4. THE SUBSCRIBER'S RESPONSIBILITY AND OBLIGATIONS**
- 15.4.1. The Subscriber shall ensure that any equipment connected to or used with the Service must be connected and used in accordance with any instructions, safety, and security procedures applicable to that equipment.
- 15.4.2. The Subscriber shall ensure that any equipment that is attached (directly or indirectly) to the Service must be technically compatible with the Service and approved for that purpose under any relevant.

- 15.4.3. EGALLYYS is acting only as a reseller of any hardware, software and equipment (collectively, the "Equipment") offered under this Contract that was manufactured by a third party. EGALLYYS shall not be liable for any changes in Service that cause Equipment to become obsolete, require modification or alteration, or otherwise affect the performance of the Service. Any malfunction or manufacturer's defect equipment, purchased directly by the Subscriber used in connection with the Service will not be considered a breach of EGALLYYS's obligations contract.
- 15.4.4. The Subscriber is entitled to use any Equipment authorised by EGALLYYS only in connection with the Service.
- 15.4.5. The Subscriber shall use his best efforts to protect and keep confidential all intellectual property provided by EGALLYYS through any Equipment and shall make no attempt to copy, alter, reverse engineer or violate of any applicable Mauritian or foreign law.
- 15.4.6. Service will not be used.
- 15.4.6.1. For any unlawful purposes such as, but not limited to communication which is offensive abusive, indecent, obscene or menacing; or
- 15.4.6.2. To cause annoyance, inconvenience or needless anxiety; or
- 15.4.6.3. In breach of instructions EGALLYYS has given under this contract
- 15.4.6.4. To send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy rights.
- 15.4.6.5. To send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Services by any third party.
- 15.4.6.6. Attempt to gain access to any computer system connected to Internet without authorization by the owner of the computer system; and
- 15.4.6.7. To access information or resources which are private to individuals and organizations unless permission to do so has been granted by the owners or holders of the rights to such resources and information.
- 15.4.6.8. Assign or dispose of in whole or in part rights or obligations herein contained without the prior written approval of EGALLYYS. Any purported assignment or disposal without such written consent shall be null and void and of no effect.
- 15.4.6.9. Other than in accordance with the Acceptable Use Policies of any connected networks and the Internet Standards.
- 15.4.7. If EGALLYYS suspends Service for contravention of paragraph 15.4.7 it can refuse to restore Service until it receives an acceptable assurance from the Subscriber that there will no further contravention.
- 15.5. SUBSCRIPTION OBLIGATIONS AND INDEMNITY**
- 15.5.1. The Subscriber shall at all times use the Service in accordance with the present terms and conditions and shall indemnify and hold harmless EGALLYYS from any losses incurred by reason of breach of this clause.
- 15.5.2. The Subscriber 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 were a party to it.
- 15.5.3. This Contract is personal to the Subscriber and accordingly the Subscriber may not assign or transfer its rights under this Contract or any part of the Service itself without the prior written consent
- 15.5.4. The Subscriber shall not, in any case, resell or sublet the service. Examples of prohibited reselling or subletting include, but are not limited to: resale of international calls or Services provided by EGALLYYS unless specifically authorized by EGALLYYS.
- 15.5.5. Unless otherwise agreed in writing between the parties, the Subscriber is solely responsible for its own and any third party software, programs and data, the maintenance of the same and the output and for ensuring that such items are (if applicable) properly licensed, including being licensed for use by EGALLYYS if necessary.
- 15.5.6. The Subscriber shall not use the server capacity or access system or the software made available to it in any way which, in EGALLYYS's opinion, is, or is likely to be, detrimental to the provision of the Subscriber or any other Customer.
- 15.5.7. The Subscriber shall protect the secrecy of the login and/or e-mail address and/or password assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner with any person or persons whomsoever. The Subscriber shall be fully responsible for and shall bear all charges, losses or damages arising from any use of his e-mail address and/or password however arise.
- 15.5.8. EGALLYYS reserves the right to suspend user ID and password access to the Service if at any time EGALLYYS considers that there is or is likely to be a breach of security.
- 15.5.9. EGALLYYS 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.
- 15.5.10. The Subscriber must immediately inform EGALLYYS of any changes to the information the Subscriber supplied when registering for the Service.
- 15.5.11. The Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service.
- 15.5.12. The Subscriber shall promptly comply with all notices, instructions or directions given by EGALLYYS in respect of the installation, use or operation of the Service and/or Equipment.
- 15.5.13. The Subscriber shall promptly comply with EGALLYYS's advice to upgrade, at his own expense, the existing facilities, which in the opinion of EGALLYYS are inadequate to cope with his telecommunications likely to cause congestion in EGALLYYS's telecommunications system or equipment.
- 15.5.14. The Subscriber agrees that his/her activity will not improperly restrict, inhibit, or degrade any other User's use of the service nor represent (in the sole judgment of EGALLYYS) an unusually large burden on the network itself. If the Subscriber is found to be making excessive use of their broadband service they may find their service restricted and if it continues may have their service suspended or cancelled.
- 15.5.15. The Subscriber must indemnify EGALLYYS against all claims that the Subscriber threatens or makes against EGALLYYS because of the way the Service is used or because the Service is faulty or cannot be used
- 15.5.16. In the event that changes are introduced to EGALLYYS's network, EGALLYYS shall not be responsible to ensure that the Software will continue to be compatible with EGALLYYS's network and the Subscriber shall have no claim whatsoever against EGALLYYS arising there from.
- 15.5.17. The Subscriber 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 EGALLYYS from time to time regarding the use of the Service.
- 15.5.18. The Subscriber further agrees that the Service shall not be used for distribution of traffic to or from any third party in Mauritius. The Service shall not be interconnected to the telephone network of any other Company operating telecommunication facilities within Mauritius without prior agreement of EGALLYYS.
- 15.6. APPLICABLE TARIFFS**
- 15.6.1. The Subscriber must pay on demand the charges for Service as set out by EGALLYYS for the relevant period
- 15.6.2. Unless this Contract provides otherwise, the charges set out, from time to time, by EGALLYYS for service; this applies whether the Subscriber or someone else uses the service. In particular, for connection charges for all facilities provided at the Customer's request in relation to service.
- 15.6.3. Unless EGALLYYS's charges provides otherwise, all charges for service are exclusive of value added tax for which, if it is applicable, an amount will be added to the customer's bill
- 15.6.4. Rental for Service will commence on the Delivery date, unless:
- 15.6.5. Except for temporary Service, the Subscriber must pay rental in accordance with EGALLYYS's billing cycle. If EGALLYYS begins, or ceases Service on a day which is not the first or last day of the period by reference to which EGALLYYS charges rental EGALLYYS will apportion rental on a daily basis for the period. Rental is normally payable in advance but EGALLYYS may on occasion bill the Subscriber in arrears.
- 15.6.6. In case of Package's subscription, EGALLYYS could ask the Subscriber for payment in advance of one-month subscription
- 15.6.7. The Subscriber of any EGALLYYS Package is able to increase or decrease his package only once in a month and it will be applicable as from the 1<sup>st</sup> (first) of the next month.
- 15.6.8. EGALLYYS undertakes that its price lists and billing are updated in real time on its websites.
- 15.6.9. The Subscriber accept the tariff and billing conditions mentioned in clause 15.6.7, which may also be communicated by phone at the customer service
- 15.6.10. The Subscriber accepts unconditionally any tariff cuts.
- 15.6.11. EGALLYYS undertakes to communicate the rate increase at earliest convenience. The Subscriber agrees with any rate increase approved by the ICTA and this cannot be a reason for termination, except in case of an increase of any package prices during the subscriber's initial period as mentioned in clause 8.2.
- 15.7. FAULT REPAIR**
- 15.7.1. The Subscriber must report a fault in Service by telephoning EGALLYYS Customer Service or such other number as EGALLYYS may from time to time provide to the Customer. The Subscriber will at the time of report provide EGALLYYS with a Contact Telephone Number to enable EGALLYYS to advice on the progress being made to clear the fault.
- 15.7.2. If the Subscriber reports a fault in service, EGALLYYS will respond in accordance with the level of Service Care (service care may not be standard in case Customer has signed an SLA with EGALLYYS) Provided to the Subscriber with Service by carrying out one or more of the following actions:
- 15.7.2.1. Providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
- 15.7.2.2. Where possible, carrying out diagnostic check from EGALLYYS premises; or
- 15.7.2.3. Visiting a point in EGALLYYS's network only if EGALLYYS's action under paragraphs 15.7.2.1 and 15.7.2.2 does not result in the fault being diagnosed or cleared and where such a visit is considered necessary by EGALLYYS
- 15.7.3. EGALLYYS will take all proper steps without undue delay to correct the fault
- 15.7.4. If EGALLYYS does work to correct a reported fault in Service and finds there is none, EGALLYYS may charge the Subscriber for the work.
- 15.7.5. If EGALLYYS agrees to attend a reported fault in Service outside the normal working hours, the Subscriber must pay a charge calculated at EGALLYYS applicable hourly rate.
- 15.8. OPTIONS OF THE SERVICE**
- 15.8.1. Egallyys may modified, add or remove options at his sole discretion and shall notify the Subscriber of this change as soon as reasonably practicable
- 15.8.2. Theses options could be free or profitable to the Customers and applicable for an indeterminate delay.
- 15.8.3. For all information about the options prior to call EGALLYYS Customer Service for more details