

## TERMS AND CONDITIONS OF SERVICE

### 1. OBJECT

The present document defines the Terms and Conditions under which BTL provides the Service to the Subscriber and under which the Subscriber accesses and uses the Service. The signature of the Application Form implies the acceptance of the present Terms and Conditions.

### 2. DEFINITION OF TERMS

- **“Contract”** means this contract comprising the Terms and Conditions and the Application Form.
- **“BTL”** shall mean Bharat Telecom Ltd whose registered office is situated at 8th Floor, Ebene Mews, 57 Ebene Cybercity, Ebene.
- **“Subscriber”** means the person so named on the Application Form who applies for or subscribes to or utilises the Service.
- **“Service”** means access to the Internet via the Fibre to the Home network and shall include any value-added features that may be added thereto by BTL from time to time. The Service is also known by the commercial name “Bees” and is provided by BTL.
- **“Access codes”** mean the Login Name and Password assigned to the Subscriber by BTL to access the Service
- **“Fibre to the Home (FTTH) network”** means the access network that have been set up by BTL.
- **“Application Form”** is a duly filled and submitted application form by the Subscriber, which is an integral part of this contract.
- **“User”** means any person using the Service with the Subscriber’s authorisation.
- **“Login Name”** means any number or alphanumeric symbols or characters assigned by BTL to the Subscriber as Login Name, Login ID, User Name or User ID (whether or not applied for or selected by the Subscriber) to be used by the Subscriber, in conjunction with the Password, to access the Service.
- **“Password”** means any number or alphanumeric symbols or characters initially assigned by BTL to the Subscriber as the password (including any changes thereafter whether or not selected by the Subscriber) to be used by the Subscriber, in conjunction with the Login Name, to access the Service.
- **“Fair Usage Policy”** is a method of network management that ensures that BTL delivers the best possible service at all times to its Subscriber.
- **“Force Majeure”** is an event or circumstance beyond the direct control of BTL. Force Majeure shall include, but not limited to acts of God, fire, floods, cyclones, earthquakes, strikes, riots, war, political unrest and governmental acts, proclamations and regulations.
- **“Minimum Subscription Period”** means a period of twelve (12) calendar months or such other period as may be stipulated by BTL as the minimum subscription for which the Subscriber commits to use the Service when he subscribes to the Service.
- **“Internet”** Internet means the global data network of interconnected servers using the TCP/IP protocol suite.
- **“LAN”** A local area network (LAN) is a group of computers and associated devices that share a common communications medium (line or wireless) and typically share the resources of a single processor or server within a small geographic area (for example, within an office building or home).
- **“Optical Network Unit”** Optical Network Unit (ONU) means a multi-services modem/router gateway used to access the Service which may be provided to the Subscriber during the subscription period.
- **“CPE”** mean Subscriber Premises Equipment and may comprise of one (1) Optical Network Unit (ONU), one (1) patch cord and one (1) Adaptor, one (1) fibre optic last mile connection and any other equipment to access and use the Service.
- **“Access Speed”** Any access speed refers to the maximum speed achievable with this service under ideal conditions and the Subscriber acknowledges that the actual speed may differ from the theoretical speed. Speeds may vary for reasons which include but are not limited to third-party network congestion, third party supplier line interference, Internet congestion, errors in configuration of Subscriber equipment or any other.
- **“Activation Date”** means the date at which the contract between BTL and the Subscriber becomes valid and is the date at which the Service is provisioned.
- **“Subscriber Premises”** means the premises stated in the Subscriber’s application to BTL for the Service as the premises at which the Service is required.

## TERMS AND CONDITIONS OF SERVICE

- *“Wi-Fi”* is an acronym for Wireless Fidelity allowing wireless access to Internet.
- *“Volume Allowance”* means the total of data that can be sent/or received during the Billing Period as defined in the package subscribed by the Subscriber Entity.

### 3. SERVICE DESCRIPTION

3.1 The Service is a converged service that may comprise without limitation to the following services: broadband Internet, voice, TV and any value-added features which may be introduced by BTL or defined on Application Form.

3.2 The Service is available to residential Subscribers as Fibre-Optic Broadband Services within our coverage.

3.3 Quoted speeds for the Service refer to maximum available download bandwidth.

### 4. ACCESS TO SERVICE

4.1 Any connection to the service is subject to:

4.1.1 The service provision being made only through the Fibre to the Home (FTTH) network

4.1.2 The Subscriber premises being located within a BTL coverage area. Specifications and eligibility for respective services may vary according to Subscriber's location with respect to BTL's coverage.

4.1.3 Provision of the Service is subject to the fulfilment of technical specifications at the Subscriber's premises. Prior to or on installation of the Services, BTL will carry out a survey of the Subscriber premises to determine whether provision of Service is technically feasible.

4.2 BTL shall allocate IP addresses for use in connection with the Service and retains all rights associated with the provided IP addresses.

4.3 Use of access codes

4.3.1 Access codes will be assigned by BTL to the Subscriber to access the Service through `Fibre to the Home (FTTH) network.

4.3.2 Access to the Service is possible only after activation of the access codes provided by BTL.

4.3.3 The Subscriber may at any time alter and at his discretion, the Login Name and Password assigned to him for privacy protection.

4.3.4 The Subscriber is solely responsible for the protection of the secrecy of the Access Codes assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. The Subscriber shall be fully and exclusively responsible and liable at all times for any loss or damage arising out of any use or misuse of his Access Codes.

4.3.5 In the event the Subscriber forgets or loses his Access Codes, the Subscriber shall immediately call 8949. The Access Codes will be communicated by the Contact Centre through email or phone.

4.3.6 BTL reserves the right to suspend the Subscriber's Access Codes to the Service any if BTL reasonably believes or suspects that there is or is likely to be a breach of security or suspicion of fraud.

4.4 Any continued access to this service, the rate of which may be stated in your Statement of Account, means the Subscriber will be deemed to have accepted the service as is. BTL reserves the right not to consider any retroactive compensation. BTL Offers are intended for normal Internet access purposes (general browsing, recreational, educational, etc) by our Subscribers.

### 5. SERVICE PROVISION

5.1 The Application Form shall be duly signed and submitted by the Subscriber before the Service is made available.

5.2 BTL shall provide the Subscriber with the Service upon the Terms and Conditions of this Contract. The type of Service to which the Subscriber is subscribed is specified on the Application Form.

5.3 BTL will use reasonable endeavours to provide the Service by the date indicated to the Subscriber but all dates are estimates and BTL has no liability for any failure to meet any date.

5.5 Occasionally BTL may for operational reasons, including but not limited to repair, maintenance or improvement of the Service:

5.5.1 Change the codes or the numbers allocated to the Subscriber or the technical specification(s) of Service to match changes in the IP Network infrastructure.

5.5.2 Suspend the Service. BTL will endeavour to provide reasonable notice of the suspension. BTL will restore the Service as soon as it reasonably can after the suspension. BTL will not be liable for any prejudice suffered by or

## TERMS AND CONDITIONS OF SERVICE

caused to the Subscriber as a result of the suspension of the Service.

5.6 The Subscriber understands and agrees that the Service is subject to immediate termination without compensation for non-compliance with the Terms and Conditions in this Contract. Furthermore, the Subscriber will be responsible for the full amount of any tangible and intangible damages this may cause.

5.7 The subscriber consents and agrees to receive electronic invoices for the subscribed services. Subscriber is automatically registered to BTL's electronic billing system upon acceptance of application.

### 6. SERVICE AVAILABILITY

6.1 The Subscriber acknowledges and agrees that service availability is subject to availability of resources including, without limitation, availability of a suitable network infrastructure, fibre coverage for Fibre-Optic Broadband Service at the time the Service is requested or delivered.

6.2 A Subscriber will be deemed ineligible to sign up for the Service if fibre is not available at the Subscriber's premise and BTL shall not be liable in any way whatsoever for lack of fibre coverage.ed by the Subscriber or the User using the Internet.

### 7. BTL EQUIPMENT

7.1 BTL will provide the Subscriber with a suitable CPE/ Equipment to access the Service.

7.2 The Equipment shall remain the property of BTL.

7.3 On termination of Service, the Subscriber shall make available the Equipment for recovery by BTL or otherwise return the Equipment in the same condition as originally installed (ordinary wear and tear excepted). Failure to do so, BTL will charge the Subscriber the market value of the Equipment.

### 8. INSTALLATION AND CABLING

8.1 To enable BTL to provide the Service, certain Equipment may need to be installed at your Subscriber Premises. Before processing and accepting your Application Form, BTL may give you some advice or any necessary preparation prior to service provisioning.

8.2 The Subscriber shall be responsible to provide enough

main socket outlets at the Subscriber Premise to provide a power supply for any Equipment which may form part of the Service.

8.3 Where the Subscriber is not the owner of the Premises, the Subscriber shall obtain such approval and consent from the owner thereof for the installation and the work required to be carried out by BTL for the purpose and shall indemnify BTL in respect of any claims against BTL in respect of any and all work carried out by BTL for the installation at the Subscriber Premises.

### 9. RELOCATION OF SERVICE

9.1 If a Subscriber relocates to another premise, the Subscriber may make an application for the relocation of the Service to the new premises subject to any applicable fees and charges. The Subscriber acknowledges that any relocation of the Service shall only be effective if the new premise is within BTL's coverage area

9.2 A relocation charge will apply and this will include basic installation of all equipment required for the Service at the Subscriber's new premises. Any additional equipment will be subject to prevailing charges.

9.3 In the event that a Subscriber's Service cannot be provisioned at the new premises because it falls outside of the service availability area, BTL reserves the right to terminate the Subscriber's subscription to the Service.

### 10. UPGRADE AND DOWNGRADE OF SERVICE

Any upgrades or downgrades will be processed and made effective on the 25th day of each month. BTL will charge the subscriber a fee of Rs.1,150 (Incl. VAT) for any downgrade of service. Upgrades will be effected Free Of Charge.

Any change in package will entail a restart of the 12-months contract period.

### 11. DATA USAGE GUIDELINES

The Service is intended for normal recreational or educational use by our Subscribers. Because of BTL's commitment to provide the best possible service at all times to all its Subscribers, a Fair Usage Policy is applicable on the broadband Internet of the Service. The application of the Fair Usage Policy (FUP) ensures that Subscribers act reasonably when using the service. 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



## TERMS AND CONDITIONS OF SERVICE

impact on other subscribers.

### 12. SUBSCRIBERS' OBLIGATIONS

12.1 The Subscriber shall at all-time use the Service in accordance with the present Terms and Conditions and in accordance with the Laws of Mauritius and shall indemnify and hold harmless BTL from any losses whatsoever incurred by reason of breach of this clause.

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

12.3 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 as if it were a party to it.

12.4 The Subscriber shall not use the service in anyway which, in BTL's opinion, is, or is likely to be, detrimental to the provision of the Service to the Subscriber or any other Subscriber.

12.5 This Contract is personal to the Subscriber and accordingly the Subscriber may not assign or transfer his rights under this Contract or any part of the Service itself without the prior written consent of BTL. The Subscriber shall not allow and/or share his Service with any other user outside his home network nor shall he use the service for business purposes.

12.6 The Subscriber shall keep the CPE belonging to BTL in good condition; fair wear and tear only accepted, and shall be fully responsible for the loss or damage to the same howsoever caused.

12.7 The Subscriber shall provide at his own expense, when so required by BTL, all facilities and/or resources whatsoever necessary for the proper installation, operation and maintenance of the service and/or, but not limited to, power points, electricity, conduits, pipes, access or licence.

12.8 The Subscriber shall be responsible to ensure that the equipment/hardware used by him to access the service is adequate and is fully protected against lightning, power surges or other hazards.

12.9 The Subscriber shall not, in any case, resell or sublet the service or information presented to him through the Service. Such content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

12.10 The Subscriber shall promptly comply with all notices, instructions or directions given by BTL in respect of the installation, use or operation of the Service and/or CPE.

12.11 The Subscriber shall permit BTL authorised personnel to enter and remain on the Subscriber's premises and any other place under his control at reasonable times and for any reasonable lapse of time for the purpose of carrying out any inspection which BTL may deem necessary for the purpose of this Contract or to recover any CPE belonging to BTL upon termination of this Contract or any service provided.

12.12 For any subscription to the Service, the Subscriber shall be solely responsible for ensuring that the settings of his modem are correctly set to avoid unwanted transmission of data over the Internet.

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

12.14 The Subscriber shall bear all responsibility for any degradation of service which may be caused by the presence of a LAN on involving more than one computer.

12.15 The Subscriber shall, at all times, ensure that his personal equipment is compatible with the Services.

12.16 The Subscriber shall strictly comply with and ensure compliance by users of the Service with all instructions or notices in whatever form and through whatever means given by BTL regarding the use of the Service.

12.17 Connection and usage of any CPE shall be in strict compliance with applicable instructions, safety and security procedures as communicated by BTL.

12.18 The Subscriber shall, at all times, use CPE equipment provided by BTL to access the Service. The subscriber shall be fully liable for any damage or loss in the event other equipment is being used.

12.19 The Subscriber shall protect and keep confidential all intellectual property provided by BTL through any equipment and shall not copy, alter, reverse engineer, or tamper with any such equipment or use the equipment other than for the Service.

12.20 The Subscriber shall not resell, transfer, export or re-export any CPE, or any technical data derived therefrom, in violation of any applicable legislation.

## TERMS AND CONDITIONS OF SERVICE

12.21 The Subscriber shall be responsible for BTL equipment on the Subscriber's premises and shall not modify, interfere or tamper with the BTL equipment. The Subscriber shall be liable to BTL for any loss and/or damage to BTL equipment howsoever occasioned or caused (including but not limited to power surge and lightning)

12.22 In the event the service is terminated, the Subscriber shall return all equipment to BTL. In the event that all equipment is not returned in good condition, except for normal tear and wear, BTL will bill the Subscriber all relevant charges (including parts and components)

### 13. BTL RIGHTS AND OBLIGATIONS

13.1 BTL shall have the right to examine the use of the Service by the Subscriber and to disclose such use to third parties for legal or statutory purposes, in order to identify misuse or abuse of the Service, or to ensure the smooth running of and identify faults in its network.

13.2 Access to the Service may be occasionally restricted to allow repairs, maintenance and upgrades in which case BTL will use all reasonable endeavours to provide the Subscriber with advance notice of such restriction.

13.3 BTL shall have the right, at any time and upon reasonable notice, to send a BTL representative to the Subscriber's premises to undertake any necessary maintenance.

13.4 The Subscriber hereby agrees that BTL may refer to the Subscriber, by company or trading name, and to the existence of this Contract in any marketing or promotional materials.

13.5 BTL shall maintain and control ownership of all IP numbers and addresses that may be assigned to the Subscriber by BTL and BTL reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

13.6 In the event, the Subscriber's CPE as provided by BTL has manufacturing defects, the equipment shall be returned forthwith with all cables, parts and components and another equipment will be provided to the Subscriber depending on availability for use till the end of his subscription.

### 14. QUALITY OF SERVICE

14.1 BTL shall use its best of endeavours to offer a best in class quality of service

14.2 The Subscriber acknowledges that it is technically impracticable to provide a fault-free Service. BTL shall endeavour to repair any reported faults as soon as feasible.

14.3 Should a momentary interruption or fault be due to an act or omission of BTL or under any other circumstances, the Subscriber should report it to the customer service department immediately via phone or email. BTL will acknowledge the interruption/fault by logging a complaint ticket and the ticket details will be sent to the Subscriber's registered email address as record.

14.4 No Subscriber shall be entitled to any refund for interruption of service caused by a third party, Force Majeure and/or planned modification or upgrade.

14.5 BTL reserves the right to charge the Subscriber for any intervention caused by a misuse of the Service by the Subscriber.

### 15. TRAFFIC POLICY

15.1 The Service is a shared access service depending upon both local and international resources. BTL intends to provide to all Subscribers a reasonable level of service and distribute resources among them, as per the Fair Usage Policy.

15.2 The Service is a best service effort and no guarantee will be made regarding the speed of access, the quality of content transmitted or the amount of time taken before content is made available.

15.3 BTL shall not be responsible for delays, interruptions, errors or omissions in the transmission / reception of the signals / contents and BTL does not warrant the truth or validity of the information contained in the Content.

15.4 The content is provided on an "as is" and as available basis without warranty of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### 16. NOTICES AND INSTRUCTIONS

16.1 BTL shall publish all notices and / or instructions as regards the service on the Bharat Telecom website at and / or on the Bharat Telecom Facebook page.

16.2 The Subscriber is required to regularly consult the Bharat Telecom website and / or Bharat Telecom Facebook page for directives or any important communique.

16.3 BTL shall not be liable for any disruption, loss and / or damage caused to or suffered by the Subscriber from

## TERMS AND CONDITIONS OF SERVICE

a failure of the Subscriber to take cognisance of a notice or communicate, retrieved, stored or transmitted through the Service and any back up of files.

### 17. TERM

17.1 The Service shall be provided with a Minimum Subscription Period of twelve (12) calendar months that will start as from the date of provision of the Service at the Subscriber's premises whereby the installation costs will be waived.

17.2 Unless notice is given in writing one month before the expiry date, the subscription shall be renewed automatically for a further period of twelve months.

17.3 In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Subscriber for any reason whatsoever or by BTL as a consequence of any breach by the Subscriber of any of the obligations or duties of the Subscriber, then notwithstanding any provision to the contrary in the terms and conditions in this Contract, the Subscriber shall pay to BTL the following:

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

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

17.4 The term of this Contract shall commence at the Activation Date, that is, as from the date the Service has been activated at the Subscriber's premises and shall last till the end of the Minimum Subscription Period or till the date the service is terminated.

17.5 At the end of the Minimum Subscription Period, the subscription will be renewed automatically for a new minimum subscription period of 12 months. The Subscriber may terminate the contract in the subsequent year(s) of subscription at any time following 2 months' notice to BTL.

17.6 Notwithstanding Section 17.1, any Subscriber opting for a non-determined period of service shall bear installation costs at the time of application of the Service.

### 18. TERMINATION

18.1 The Subscriber may cancel the Service order within seven (7) days after the Service has been provisioned by BTL. The Subscriber shall be liable to pay a cancellation charge of Rs 1150 for the said cancellation and any other charges for use of Service.

18.2 Termination shall be effective within fifteen working days from the date of receipt of Subscriber's request.

18.3 Notwithstanding Clause 17.1 hereof, the Service may be terminated forthwith by BTL if:

18.3.1 The Subscriber is in material breach of any of the Terms and Conditions herein contained and/or the Terms and Conditions applicable to any telecommunication service subscribed by the Subscriber from BTL and/or terms and conditions of any other agreement entered into between the Subscriber and BTL or have provided any information which is incorrect or incomplete.

18.3.2 The Subscriber has used, attempted, or is likely to use the service and/or equipment in contravention of any law or to cause any annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever and to whomsoever or if it is not in the public interest.

18.3.3 A request for termination of the Service has been made to BTL by the Subscriber

18.4 BTL may, without prejudice to any other rights or remedies of BTL and notwithstanding any waiver or any waiver of any previous breach, suspend the service or all services in the event that any monies payable by the Subscriber for that service, any other service or under any other agreement(s) including any monies payable for any services provided by any other party whereby BTL derives a pecuniary or other benefit and/or acts as a billing and/or collecting agent for the same for such other party whether for reward or otherwise are in arrears or any amount shown in BTL's bill is not settled in full or any deposit or any increase thereof required by BTL is not furnished by the Subscriber.

18.5 Such suspension shall deem to terminate the Service as from the date of the suspension and the Subscriber shall be liable for all charges, fees and rentals incurred up to the end of the minimum period of subscription or date of termination of the Service.

18.6 BTL may terminate the agreement without notice if the subscriber:

18.6.1 Violates any applicable laws, rules or regulations issued or promoted by any competent government authority, including without limitation any intellectual property laws or export control laws restricting the transfer of certain technical data and software across international borders or to foreign nationals;

18.6.2 Violates or attempts to violate the security of any network, service or other system;

## TERMS AND CONDITIONS OF SERVICE

18.6.3 transmits any materials of a threatening nature, including threats of death or physical harm, harassment, libel, or defamation;

18.6.4 distributes offensive materials, including obscene, pornographic, indecent, and hateful materials;

18.6.5 For purposes of distributing "spam" or any other forms of mass unsolicited electronic communications; or 18.6.6 in a manner that interferes with any other user's ability to use the Service.

### 19. TARIFFS AND PAYMENT

19.1 The charges, fees and/or rentals for the Service and/or equipment, shall be at the prevailing rates, as may be amended by BTL from time to time, and payable in advance or at such other time in accordance with BTL's policy, schemes of service, or requirements.

19.2 For packages with limited usage, excess volume over and above the Volume Allowance shall be charged at the rate defined in the application form

19.3 The charges, fees and/or rentals of the Service and/or equipment shall be paid at the time the Subscriber submits the Application Form to a BTL's representative.

19.4 BTL may alter the amount of the charges, fees and/or rentals for the service and/or equipment, at any time and shall notify the Subscriber in writing of any alteration (either increase or decrease) and such change shall take effect from the date specified in such notification which shall not be less than 30 days after sending such notice.

19.5 The monthly bill shall be sent only via e-mail as provided at the time of application.

19.6 The Subscriber binds himself to comply with the billing and payment conditions as stipulated on the statement of account.

19.7 BTL reserved the right to require payment for the Service or any part of it in advance or by direct debit and require the payment of any deposits it deems fit.

19.8 Together with the Application Form, the Subscriber shall remit to BTL a refundable deposit of MUR 1000. The deposit is used as a security in respect of all amounts which may be owed by the Subscriber under the contract and any balance thereof will be refunded to the Subscriber as appropriate upon termination of the contract, after deduction in respect of all amounts due to BTL.

19.9 In the event of suspension of Service, the Subscriber undertakes to settle his charges, a reconnection fee of MUR 345 and one month advance payment for the Service subscribed. BTL will reconnect the Subscriber only upon settlement of the abovementioned charges and fees.

19.10 In the event the Subscriber does not pay any and all dues to BTL by the due date, a late payment charge of 10% of the outstanding monies will be made payable to BTL.

### 20. TECHNICAL ASSISTANCE

20.1 For assistance on the use of the Service or specific feature on the Service, the Subscriber may reach Bharat Telecom contact centre on 8949.

20.2 BTL shall use its best efforts to attend to any fault reporting within a reasonable delay.

### 21. FORCE MAJEURE

21.1 BTL 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 BTL is not responsible or any other cause, whether similar or dissimilar, outside BTL's control.

21.2 No liability of any nature whatsoever shall be incurred by BTL on the happening of a Force Majeure or any such events as aforesaid.

### 22. DISPUTES

22.1 BTL shall endeavour to resolve all disputes quickly and satisfactorily.

22.2 All complaints shall be in writing and addressed to BTL office.

#### 22.3 Billing Disputes

22.3.1 All billing disputes should be notified within 3 months after the issue of the electronic bill

22.3.2 The Subscriber shall be liable for and shall promptly pay on demand all charges, fees, rentals, costs or other amounts whatsoever as shown in BTL's bill notwithstanding that the Subscriber disputes the same for any reason(s) whatsoever.

### 23. LIABILITIES

## TERMS AND CONDITIONS OF SERVICE

### 23. LIABILITIES

23.1 The Subscriber is advised hereby that servers on the Internet are exposed to hackers' attacks, viruses and other adverse effects. Furthermore, due to dynamic development of the latest technologies there are many software products, including well-known brands, with internal flaws. For these and many other reasons the Subscriber may experience complete loss of content of their server (s). While BTL does everything in its power to prevent these problems, BTL will not be liable for lost data.

23.2 BTL shall not be liable for any failure in performance, interruption of the Service or delay in performing its obligations hereunder if such failure, interruption or delay is due to circumstances beyond its reasonable control, including but not limited to, acts of God, acts of any governmental body or military authority, civil disturbance, war, sabotage, embargo, fire, flood, strikes or other labour disputes and disturbances, interruption or delay in transportation, interruption or delay in telecommunications or third party services, failure of third party software or hardware, inability to obtain facilities, raw materials, fuel, energy, labour.

23.3 BTL has no control whatsoever over the information transmitted to or from the Service and that BTL does not ordinarily examine the use to which Subscribers put the Service or the nature of the information they are sending or receiving. BTL hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.

23.4 BTL shall not, in any circumstances, be liable under this Contract or otherwise for any direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract or otherwise.

### 24. COMPLIANCE WITH LAWS

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

### 25. AMENDMENTS

BTL reserves the right to amend the Terms and Conditions herein contained at any time and/or from time to time and the Subscriber shall be bound by the Terms and Conditions so amended. Notice of the amendment may be given by BTL to the Subscriber in such manner as BTL deems proper.

### 26. SEVERABILITY

If any provision of this Contract shall be unlawful, void, or

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

### 27. 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. The Subscriber also gives his consent to the following:

27.1 From time to time, BTL may contact the Subscriber by mail, telephone, email, short message service or other electronic messaging services with information about other BTL products and services.

27.2 From time to time, BTL may share the Subscriber's information for marketing and promotional purposes. BTL shall not disclose the Subscriber's email address and telephone number to third parties without the prior explicit consent of the Subscriber. made payable to BTL.