

ZANTEL MARHABA POSTPAID SERVICE

TERMS AND CONDITIONS OF SERVICE

DEFINITION

“ZANTEL” means Zanzibar Telecom Limited, P.O. Box 3459, Zanzibar, Tanzania.

“CUSTOMER” means a user who has entered into a telecom service contract with Zantel.

“GSM” means Global System for Mobile Communication operating in 900 and 1800 MHz frequency band which provide mobile telecommunication service.

“MOBILE EQUIPMENT” means and includes a combination of transmitter and receiver including accessory equipment peripheral for carrying on radio communication service in ZANTEL GSM.

“SIM CARD” means the Subscriber Identity Module Card which is the property of ZANTEL and issued to the Customer.

“PIN” means the Personal Identification Number which is allocated to each SIM Card.

“SERVICE” means Telecommunication service and/or any of the supplementary services offered by ZANTEL.

“TARIFF” means fees, charges and rates as may, from time to time, be changed by ZANTEL without notice.

“TCRA” means Tanzania Communication Regulatory Authority.

1. DURATION OF AGREEMENT

This agreement shall be in force from the date of commencement of service when the SIM Card is connected to the service and shall continue to be in force unless terminated in accordance with Clause 4.1 below.

2. CUSTOMER RESPONSIBILITY

The customer shall throughout the duration of the agreement: -

- 2.1 Has a valid contract for each SIM Card issued under the provisions of the regulations that may be in the force from time to time thereof.
- 2.2 Promptly pay all amounts due to ZANTEL in accordance with ZANTEL payment policy notwithstanding that the Customer may not have received the official bill for payment at the appropriate time for one reason or another.
- 2.3 Promptly report to ZANTEL on the discovery of any event of fraud, theft, loss, unauthorised usage or any other occurrence of unlawful acts/events in respect of the SIM Card and mobile equipment.
- 2.4 Not to carry out such adjustments, modifications or attachments to any SIM Card and/or its associated and/or related software used in connection with service.
- 2.5 Return the SIM Card to ZANTEL in the event the specific SIM Card service is terminated by ZANTEL and the Customer shall pay all fees and charges levied by ZANTEL in respect of the issuance of a new SIM Card if request for the same is made.
- 2.6 Be responsible for the safety and confidentiality of the PIN allocated to each SIM Card and ZANTEL shall not be liable for any loss or damage that may be caused as a result of unauthorised usage of the SIM Card.

- 2.7 Ensure that the mobile equipment which the Customer uses has the necessary TCRA type approvals and does not use mobile equipment which contravenes the TCRA regulations or any laws of Tanzania.

3. PAYMENT

- 3.1 Upon application / termination / registration / re-registration / transfer / requisition / reconnection for the service, the Customer shall pay to ZANTEL refundable deposit and such other non-refundable sum(s) as determined by ZANTEL.
- 3.2 Refundable deposit shall be held to the Customer’s Account and repaid to the Customer after termination of the agreement in respect of the service subject to the reduction of any amount due to ZANTEL by the Customer.
- 3.3 In the event of any fee and/or charges that remain unpaid after becoming due, ZANTEL reserves the right to charge applicable bank interest on the overdue payment which is still outstanding.
- 3.4 The connection fee and charges for the service shall be at the rates prescribed by ZANTEL from time to time. ZANTEL reserves the right to increase the amount of refundable deposit, fees, charges as and when deemed necessary by giving notice to the Customer.
- 3.5 ZANTEL reserves the right to take any action it considers necessary for the recovery of unpaid fees and/or charges and all collection costs and expense will become the Customer’s liability.
- 3.6 The Customer will be billed for airtime in accordance with published tariffs. Charges for airtime and all other charges will be expressed in US Dollars and converted to Tanzanian Shillings at prevailing rate of exchange.

4. TERMINATION

- 4.1 The Customer may terminate this agreement by giving ZANTEL not less than thirty (30) days’ prior notice in writing. Such notice shall not be given prior to the completion of an initial period of twelve (12) calendar months.
- 4.2 ZANTEL reserves the right to summarily suspend this agreement or service and shall not be bound to give any reasons whatsoever.
- 4.3 Termination of the agreement either by Customer or ZANTEL shall not relieve the Customer from his/her responsibilities under the terms and conditions which are incurred prior to the effective date of termination.

5. ZANTEL’S RIGHT AND LIABILITY

- 5.1 In the event of registration/termination/re-registration by a representative, the Customer shall provide to ZANTEL with written proof of authorisation to act as representative.
- 5.2 ZANTEL shall not be liable for:
 - a) Any loss or damage which Customer may sustain from the suspension or termination of the service or agreement due to any reasons stated in clause 4.
 - b) Any loss or damage which may be occasioned through the interruption or loss of the service from any cause that are

beyond ZANTEL control such as civil unrest, war or forces of nature.

- c) Any loss or damage which may be caused by the loss or mutilation of the data at any stage of the transmission, whether in progress or complete.
- d) All claims for libel, slander or infringement of copyright arising from the material transmitted or received in connection with the service and all other claims arising out of any act or omission of the Customer in connection with the service.

5.3 ZANTEL reserves the right to amend and delete and/or vary any of the provision in here stated and the Customer will be bound to observe, perform and comply with the provision of this agreement herein and any amendments hereof. Such amendments, as and when made, shall be conveyed to the Customer by such means of written communication as deemed appropriate by ZANTEL.

6. INTERNATIONAL ROAMING SERVICE

- 6.1 International Roaming services will be available to those countries where ZANTEL has signed roaming agreements with GSM operating companies in those countries.
- 6.2 ZANTEL and the operator of the visited telecommunication services network shall not be liable for any loss or damage which the Customer may sustain from or through the suspension/termination/interruption/loss or inability to use the roaming service from any cause whatsoever.

7. ZANTEL REMEDY

- 7.1 ZANTEL may without prejudice to any other right or remedy to ZANTEL and notwithstanding any waiver of any previous breach, suspend or disconnect the service if:
 - a) The Customer shall be adjudged bankrupt or receiving order be made against the Customer or if the Customer makes any composition or arrangements with or assignment for the benefit of his or her creditors.
 - b) The Customer, in the case of a company or firm, shall be wound up or have a receiver or manager appointed.
 - c) ZANTEL is of the opinion that the Customer has failed to observe and perform any of the terms and conditions of this agreement, any provisions of the Tanzania Communications Regulatory Authority Act, 2003, TCRA regulations and/or other relevant laws in force from time to time.

8. LAWS APPLICABLE

8.1 This agreement shall be governed by the laws of Tanzania and is subject to the jurisdiction of the courts of Tanzania.

9. FORCE MAJEURE

9.1 ZANTEL shall not be liable for any breach or delay of this contract in performance that is due to circumstances beyond its reasonable control.

10. MISCELLANEOUS

- 10.1 Any notice or account which may be given or rendered by ZANTEL under this agreement shall be deemed duly given or rendered if sent by ordinary post to the customer's usual or last known place of abode or address.
- 10.2 In the event that stamp duty is payable for the agreement and imposed by the relevant authority, such duty shall be borne and paid by the Customer and the stamped original copy of the agreement shall be retained by ZANTEL.

10.3 In this agreement words importing the singular shall include the plural and vice versa.

11. THEFT OR LOSS OF SIM CARD

- 11.1 The customer undertakes to notify ZANTEL immediately by phone or fax and confirm in writing when theft, loss or damage of SIM Card occurs.
- 11.2 ZANTEL will immediately lock or disconnect a lost, stolen, damaged or destroyed SIM Card on receipt of the Customer's notification to such incident.

IN WITNESS WHEREOF the parties hereunto have put their hands this day of 2005.

For and behalf of:

ZANZIBAR TELECOM LIMITED

Name: **George Chimalilo**
Qualification: **Marketing Manager**
Signature:

In the presence of:

Name:
Qualification:
Signature:

Signed and delivered by the Customer:

Customer Name:
Date:
Signature:
Rubber stamp:

(Corporate clients only)

In the presence of:

Name:
Qualification:
Signature:

DRAWN BY: ZANTEL (2004)