

# SUBSCRIBER AGREEMENT: PART II

Before you start using Multi-Links phone, Internet and/or fax services, please read the terms and conditions listed below. Your registering by use of the Multi-Links Phone Internet and/or Fax services will mean you have read these Terms and conditions and you agree to abide by them.

## TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1 In this context unless the context otherwise requires: "MLTL" means Multi-LinksTelecommunications Limited (MLTL) having its Registered Office at 231, Adeola Odeku Street, Victoria Island, Lagos, its successors and assigns, and all other entities involved in the provision of the Service; "Subscriber" means the person who has registered for use of MLTL Phone, Internet and/or fax Service and includes any person who MLTL reasonably believes is acting under subscriber's authority or knowledge; and subscriber has purchased the Service from MLTL, in the form of "Account" limited by time and amount, and paid for the "Service". "The Tariff" and "The Tariff Schedule" means the schedule of charges for the Service which MLTL publishes; "Contract" means and includes these terms and conditions being an agreement between MLTL and the subscriber incorporating these conditions, the registration from displayed and completed by the subscriber and the Tariff applicable from time to time; "Information" means the visual, textual or other information published or otherwise made available (directly or indirectly) on the Internet using the Service; "The Internet" means the global data network comprising interconnected networks using TCP/IP ("Transmission Control Protocol/Internet Protocol"); "The Service" means the Service provided by MLTL whereby the subscriber gains access to the Internet and/or use the fax, where applicable, any ancillary Internet based technologies, consulting and any service and facilities which MLTL provides and the Subscriber uses in connection with the Service and which are set out in the Tariff; "Service" in general includes Voice calls, Fax, Internet Access, E-mail, and other services that MLTL offers, markets, maintains, supports as of date and all fixes, updates, upgrades that MLTL may offer to the Subscriber. However the service in relation to the Subscriber shall mean and cover only those services, which Subscriber has specially availed Third Party Content" means all information, software and other content provided by any independent third party that can be accessed through or by virtue of the Service.

### 2. PROVISION OF THE SERVICE

2.1 MLTL reserves the right to grant or not to grant the service to a prospective subscriber subject to all material particulars being found correct on verification by MLTL.

2.2 this contract shall run in concurrence with Licence Agreement between Nigerian Communications Commission (NCC), Ministry of Communications, Federal Government of Nigeria or any such other authority ("Licensor") and MLTL for the operation of Voice, Internet and / or Fax Services and shall be subject to the terms and conditions of the Licence Agreement in relation to the provisioning of Service, and also to other terms & conditions of this Contract.

2.3 MLTL agrees to provide Subscriber with the Service on the terms and conditions of this Contract.

2.4 Subscriber acknowledges that no access time will be carried forward after the expiry of time limited or after the expiry date of Subscriber paid by the Subscriber, whichever is earlier.

2.5 The Service is supplied for decent and lawful purpose only and without any express or implied warranties save for those warranties implied or imposed, which cannot be excluded or restricted under Nigerian Law.

2.6 The Subscriber has to give MLTL in writing any information required as per statutory requirement for use of the Service as notified from time to time.

2.7 The Service is provided on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. No advice or information given by MLTL, its affiliates or their respective employees shall create a warranty. Neither MLTL nor its affiliates warrants that the Service will be uninterrupted or error free or that any information, software or any other material accessible on the Service is free of viruses, worms, Trojans horses or other harmful components.

2.8 The Service remains MLTL's exclusive property, the Subscriber being licensed only during subsistence of this contract to use it to obtain access to the Service. At the end of the contract the right to use the Service ceases.

2.9 MLTL shall update MLTL internet Service or change its Universal Resource Locator (URL) without prior notice to Subscriber.

2.10 The Subscriber understands and acknowledges that to activate and /or use internet Service of MLTL, the subscriber shall be required to download and /or download and install recommended software.

2.11 MLTL shall not have any liability in any respect whatsoever towards the subscriber not being able to access the MLTL Voice, Internet and/or Fax Service from any other cities where MLTL Services is not available.

2.12 While every effort is made by MLTL to provide the highest quality of service to the subscriber, the Subscriber acknowledges that MLTL shall in no event be held responsible in any manner whatsoever for any failure, defect in connectivity or accidental loss of data arising from the Subscriber's equipment /Computer with that of MLTL network or the deficiency in transmission or transacting of services between the Subscriber's equipment /Computer and MLTL network or any change in tariff plan of services offered or any inconvenience, damage or loss that may be caused to anyone or of any kind arising there from.

2.13 MLTL services will be used for genuine purpose only and will not be used for any immoral or unlawful or socially unacceptable purpose.

2.14 Subscriber will subscribe to one of the connection/Internet schemes made available by MLTL. Any migration from one scheme to another by the Subscriber will always be allowed only at the end of the billing cycle.

### 3. CHARGES

3.1 The Subscriber acknowledges and agrees that he/she will pay MLTL the applicable Initial sign up fee (if any) and due subscription fee and other charges in advance as may from time to time be advised by MLTL in accordance with this Contract. The Subscriber will also agree to pay all applicable statutory taxes, VAT, levies, cesses or such other amounts relating to the use of the Service on free or charges payable by the Subscriber.

3.2 MLTL reserves the right to revise the charges, subscription, price list, tariff schedule and deposit for the Service from time to time at its discretion, which the subscriber agrees to be bound by and to pay in timely manner, in advance. All applicable charges and /or subscription are payable in advance. MLTL will put in its best efforts and strive to maintain the maximum possible uptime of service MLTL will not be responsible for actions beyond its control.

3.3 MLTL shall not credit or refund any amount to the Subscriber when the Service is suspended.

3.4 It will be the Subscriber's responsibility to ensure that sufficient pre-paid amount is available in its account. All subscription charges will be deductible on daily basis from the Subscriber's pre-paid amount by MLTL. All voice calls will be also charged and amount deducted from the subscriber's pre-paid account whenever call pricing is carried out. In case sufficient balance is not available in the subscriber's account, the service(s) will be degraded/suspended/terminated as per daily threshold amount levels defined by MLTL. Subscription towards monthly access will continue to be charged and deducted from the subscriber's account on daily basis, and will be payable by the subscriber. MLTL has the right to amend / introduce / delete any threshold limit for restoration / termination / suspension / allocation of any services without any prior notice to the Subscriber.

3.5 It will be the subscriber's responsibility to inquire about the subscriber's account balance from any of MLTL's offices and ensure minimum account balance required to avail any MLTL services (as applicable for the Subscriber) MLTL reserves the right to withdraw, suspend, terminate the Service partially when account balance falls below the required threshold level or in case the Subscriber's usage exceeds the advance payment / deposit / credit limit assigned to the Subscriber.

3.6 Where an advance payment has been required to be paid by the Subscriber, MLTL is entitled to retain it and apply it as MLTL decides in full or partial satisfaction of any sums due from the Subscriber to MLTL. On termination of this contract, provided all sums payable to MLTL have been duly paid, the balance (if any) of the advance payment / deposit will be repaid to the Subscriber without any interest.

3.8 All the terms and conditions of the tariff plan and payments shall be notified by MLTL from time to time by way of Tariff schedules and shall be binding on the Subscriber. All the subsequent tariff plans / schedules / manuals / booklets etc., issued by MLTL from time to time shall be binding on the Subscriber.

### 4. USE OF THE SERVICE

4.1 the Subscriber will not directly or indirectly reproduce, distribute, publish, copy, download or otherwise exploit any Third Party Content which is protected by copyright or similar rights unless the Subscriber owns or controls the relevant rights thereto or have obtained all the requisite Licenses and approvals.

4.2 For the purpose of the legal provisions or otherwise, the Subscriber further hereby acknowledges, agrees and authorizes MLTL to bar access to any undesirable, obscene, prohibited website and/or to access, copy, amend or delete any Third Party Content uploaded or otherwise provided by or to the Subscriber through the use of Service where any such Third Party Content or content is, or is alleged to be, defamatory, in breach of copyright, illegal or is otherwise not appropriate in MLTL's sole opinion to be accessed or otherwise provided by or through the use of the Service.

4.3 The Subscriber understands further that the Internet contains unedited materials some of which are sexually explicit or may be offensive to some people and accessing, download, creating, storing or transmission thereof in any form or manner may be illegal/ unlawful. Should the Subscriber desire or decides to access such materials the Subscriber shall do so at own risk and consequences. The Subscriber understands and accepts that MLTL has no control over and accepts no responsibility whatsoever for such materials.

4.4 The Subscriber shall desist from putting unsolicited messaging (generally called Spam mail) on Server hosted by MLTL. The Subscriber shall not object to any steps taken by MLTL to prevent sending or receiving Spam mail through the Service. The Subscriber shall ensure that objectionable or abusive content, defamatory or communications inconsistent with the established laws of Federal Government of Nigeria, are not made, created, downloaded, modified, transmitted or re-transmitted by the Subscriber or any other person using the Subscriber's Password or other Third Party Content uploaded on email / web space allotted to the Subscriber.

4.5 The Subscriber is responsible for and must provide all other equipment necessary to access the Service. MLTL reserve the right to disconnect or deactivate the Subscriber's equipment or software at anytime without prior notice including in situations where the equipment or software is interfering with MLTL's other Service(s). The Subscriber must comply with MLTL's requirement as regards access, control and/or mode of access to and/or use of the Service.

4.6 MLTL reserves the right to amend any particular program, information or facility, which MLTL provides or may provide through the Service. The Subscriber agrees to abide by all applicable laws relating to the use of the Service and any Third Party Content. The Subscriber must abide by generally accepted rules of conduct relating to proper use of internet resources.

4.7 The subscriber is prohibited from storing, distributing or transmitting any unlawful material including but are not limited to direct threats of physical harm, child pornography and copyrighted, trademarked and other proprietary material used without proper authorization. The subscriber may not post, upload or otherwise distribute copyrighted material on MLTL servers without the consent of the copy right holder. The storage, distribution, or transmission of unlawful materials could subject the subscriber to criminal as well as civil liability, in addition to the action outlined in section 4.9.

4.8 The Subscriber may not store or distribute certain other types of prohibited materials on MLTL's server(s). Examples of prohibited material includes, but is not limited to, programs containing viruses or Trojans and tools to compromise the security of other sites.

4.9 MLTL reserves the right to release user names and / or registration details of the Subscribers involved in violation of system security to system administrators at other sites, in order to assist them in resolving security incidents. MLTL will also fully co-operate with law enforcement authorities in investigating susceptible lawbreakers.

4.10 The Subscriber acknowledges, accepts and specifically declares that the Subscriber is fully and completely aware of the nature and terms of the Services. The Subscriber shall be solely and exclusively responsible for making arrangements for the necessary hardware and software at the Subscriber's end. It is explicitly agreed and confirmed that MLTL does not undertake any responsibility directly or indirectly with regard to procuring, installing or maintaining the hardware and / or the software at the Subscriber's end.

### 5. SECURITY

5.1 The Subscriber is responsible for the security and proper use of all passwords relating to the Service and must take all necessary steps to ensure that all passwords are kept confidential, secure, used properly and not disclosed to other people.

5.2 The Subscriber must inform MLTL immediately as and when any password has become known to someone not authorized to use it or if any password is being or is likely to be used in an unauthorized way

5.3 If MLTL has reason to believe that there is likely to be a breach of security or misuse of the service, MLTL may change the Subscriber's password after proper verification and notify the Subscriber accordingly

5.4 If the Subscriber forgets password, by contacting the customer service center by telephone and satisfying such security checks as MLTL may operate, the Subscriber will be given a password at a cost payable by the Subscriber to enable him/her to use the Service.

5.5 It is the Subscriber's responsibility to change password as often as possible and not to disclose it to others. MLTL will not be responsible for misuse of the Subscriber's password resulting in usage of his/her account.

5.6 The Subscriber agrees to notify us immediately of any changes to the information the Subscriber gives to MLTL when registering for the Service, including any changes to the Subscriber's Account details by e-mail, facsimile, courier or registered post.

5.7 The Subscriber confirms and warrants that all the information supplied by the Subscriber when registering for the Service is true, complete and accurate in all respects.

5.8 MLTL reserves the right to verify the information given by the Subscriber in the application form and can also use the information through MLTL's authorized agent or representative to verify the data at the addresses given by the Subscriber or from any other independent source. MLTL reserves the right to use information and data at its discretion.

### 6. RESTRICTIONS ON USE

6.1 The Subscriber is not allowed to resell the Service and the right to access is subject to limits and restrictions established by MLTL from time to time.

6.2 As per Nigerian Communications Commission (NCC), and the Ministry of Communications, Telephony or Internet will be permitted on such stipulations as may be notified by the Federal Govt. Of Nigeria. The Service will be terminated for any violation of such stipulations as may be prescribed and notified by the Federal Government in this regard.

6.3 The Subscriber is required to fully comply with the provisions of all the relevant Acts, provisions and Rules as enforced by the Federal Govt. of Nigeria and any amendments thereto or replacements thereof from time to time.

### 7. LIABILITY

7.1 MLTL shall not be a party to any transaction including, without limitation, for goods, service and / or Third Party Content, between the Third Party Content provider, etc., and the Subscriber

7.2 In no event shall MLTL employees or MLTL associates be liable to anyone for any special, incidental or consequential damage arising out of or in connection with the use of (or inability to use) the Service including, without limitation, damage resulting from or for loss whether direct or in

indirect of business revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever, non-deliveries, or Service interruptions whether attributable to any negligent act or omission of MLTL or to MLTL employees or otherwise. No guarantee of end-to-end bandwidth on Internet is made.

7.3 The Subscriber assumes total responsibility and risk for use of the MLTL Internet and/or Fax Services. Neither MLTL nor its affiliates make any express or implied warranties, representation or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to any merchandise, information or Service provided through the Internet, and shall not sue/blame/hold responsible any person whatsoever for any cost or damage arising either directly or indirectly from any such transaction. It is the Subscriber's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, Service and other information, and the quality and merchantability of all merchandise, provide through the Service or in the Internet generally

7.4 While every effort is made by MLTL to provide highest quality of Service to the Subscriber (Voice, Internet and/or Fax), and the Subscriber acknowledges that MLTL shall in no event be responsible to the Subscriber in any manner whatsoever for any failure, defect in connectivity or accidental loss of data arising from the Subscriber's equipment/computer with MLTL network computer or the deficiency in data transmission between the Subscriber's equipment/computer and MLTL network computers, or any inconvenience, damage or loss that may be caused to anyone or of any kind arising there from.

7.5 The Subscriber shall be under and obligation to inform MLTL in writing as to unauthorized usage of the Subscriber's password as specified in clause 5.2 above. In case of failure on the Subscriber's part, the Subscriber shall be entirely liable for all the charges incurred by that unauthorized usage.

7.6 Any termination of this Contract shall not effect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.

### 8. DISCLAIMER

8.1 The Subscriber acknowledge that while every effort will be made by MLTL to provide the highest quality of Service, Internet and/or) and to the Subscriber, MLTL shall in no event be held responsible in any manner whatsoever for any failure, defect delay in connectivity or accidental loss of connectivity with MLTL network computer or the deficiency in data transmission between the Subscriber's equipment/computer and MLTL network computers or for any change in tariff plan for the Subscriber's access to MLTL system(s), or for any inconvenience, damage or loss that may be caused to anyone of any kind arising there from.

### 9. INDEMNITY

9.1 The Subscriber will be responsible and liable for and will keep MLTL indemnified in respect of liability, claim or order made against MLTL in respect of and in respect of any use of the Subscriber's Account and all actions and costs incurred and for all use of the Service accessed through the Subscriber Account or the Subscriber's password(s) or otherwise by virtue of the provision of the Service to the Subscriber including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights and any breach or non-observance of any term of this Contract by the Subscriber.

### 10. VARIATION OF TERMS AND CONDITIONS

10.1 MLTL reserves the right to modify and amend this Contract, the Service, operating procedures or any of its Service fees, advance fees, subscriptions, late charges and prices and may discontinue or revise any or all other aspects of the Service at our sole discretion.

### 11. WITHDRAWAL, SUSPENSION AND TERMINATION OF SERVICE AND TERMINATION OF CONTRACT.

11.1 If in MLTL's sole opinion the Subscriber is in breach of any of the terms of this Contract including by way non-payment or using the Subscriber's Account for spam mail or if the Subscriber's use of or action in connection with the use of the Service is inappropriate, with the continued use of and/or Subscription of the Service, MLTL may at any time, at MLTL's sole discretion and without prejudice to any other remedy available to it at law, either suspend the Subscriber's access to and use of the Service until such breach is remedied or terminate this Contract and the Subscriber access to and use of the Service immediately.

11.2 MLTL may suspend the Service during Technical failure modification or repair or testing of the Service network.

11.3 MLTL reserves the right to partially or fully withdraw, suspend or terminate the Service with or without notifying the Subscriber in case the Subscriber's bankers return the Subscriber payment instrument unpaid to MLTL for whatever reason.

11.4 Subject to Clause 10 MLTL may terminate this Contract and the Service at any time without informing the Subscriber.

11.5 Should MLTL suspend or terminate the Service pursuant to Clause 10.1 the Subscriber has no right to any data stored and MLTL shall be under no obligation to make such data or any copies of it available to the Subscriber in any form whatsoever. Should this Contract terminate for any reason whatsoever the Subscriber's data stored on MLTL facilities will be explicitly erased without prior notice

11.6 MLTL reserves the right to appoint any agency and authorize the agency to do verification of information given by the Subscriber and collection on our behalf. In case of any incorrect information found in the application form given by the Subscriber, MLTL reserves the right to partially or fully withdraw /suspend/ terminate the service forthwith without any notice in that regard.

### 12. FORCE MAJEURE

12.1 If at anytime, during the continuance of MLTL Services, the performance in whole or part of any obligation under it shall be prevented or delayed by reason of war, hostility, acts of the public enemy civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restriction, strikes, lock-out or act of GOD or any cause beyond reasonable control of MLTL etc., The Subscriber shall not have any claim for damages against MLTL in respect of such non-performance or delay in performance of MLTL Services.

### 13. ASSIGNMENT AND TRANSFER

13.1 MLTL may assign this contract at any time and that will be binding on the Subscriber.

13.2 This Contract, the Services, MLTL phone(s) shall be non transferable by the Subscriber in nature and any private transfer effected by the Subscriber shall not absolve the Subscriber of his/her primary duty towards MLTL for the charges levied pertaining to such particular Contract/Phone(s)/Service(s). However, the Subscriber may seek MLTL's prior permission in writing for intended transfer. In case of such permission being granted by MLTL, the Subscriber shall be under an obligation to fulfill requisite documentation formalities and payment of charges as specified by MLTL from time to time. The Subscriber shall be liable and under an obligation to fully discharge the Subscriber's payable dues till the date of such regularized transfer from MLTL.

### 14. LAW/JURISDICTION

14.1 If any term or condition of this contract becomes or is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible from this contract and shall be deemed to be deleted from this contract.

14.2 Neither the course of conduct between the parties nor trade practice will modify the provisions of the Contract. If any provision of this contract is determined to be invalid the other provisions shall remain in full force and effect. The provisions of all obligations of and all restrictions on the Subscriber will survive the termination of this contract.

14.3 No failure or delay on MLTL's part to exercise any right or remedy under this contract shall be construed or operate as a waiver thereof nor shall any single or partial exercise or any right or remedy preclude the further exercise of such right or remedy as the case may be.

14.4 The laws of the Federal Govt. Of Nigeria govern the contract and the Subscriber hereby submit to the non exclusive jurisdiction of the courts of the state of Lagos.

14.5 These Terms and Conditions will be applicable over and above the Terms and Conditions specified in the Subscriber Registration Form for MLTL phone service Subscription. The Subscriber hereby declares that he/she has read these terms and conditions completely and he/she unconditionally agrees to abide by these terms and conditions.