

NETWORKS SERVICES AGREEMENT

The Terms and Conditions set out below (these “Terms”) shall apply to the use of Network Services provided to you by Airtel Uganda Limited. By using or upon registration for use of the Network Services you automatically agree to abide by these Terms. It is important that you read and understand these Terms before using the Services. These Terms and Conditions (the “Terms and Conditions”), shall together with the Registration Form constitute a legally binding Network Services Agreement binding on you and your successors or personal representatives and assigns. This Agreement may not be assigned to any other person except with our prior written consent.

1. DEFINITIONS AND INTERPRETATIONS

Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings:-

“**Account**” means a Customer’s Airtel Money Account being the record maintained by us of the amount of E-Value held by the Customer and represented by an equivalent amount of cash held by us in the Settlement Account on the Customer’s behalf;

“**Active**” means, in relation to a SIM Card, that services for which it is enabled are conducted through it on a regular basis;

“**Agreement**” means this Agreement under which the Services are being provided and includes the Registration Form, Application Form, these Terms and Conditions, Schedules, Supplemental Agreements and Tariff Guides, which may be varied by us from time to time;

“**Airtel**” means “we” or “us” or Airtel Uganda Limited, of Airtel House, Plot 40, Jinja Road, Post Office Box Number 6771, Kampala, Uganda;

“**Airtel Money Instructions**” means instructions given via SMS to Airtel Money for the transfer of E-Value from one Customer to another or otherwise to effect an Airtel Money Transaction;

“**Airtel Money Retailer**” means a seller of Goods and/or Services who accepts E-Value in payment for such Goods and/or Services;

“**Airtel Money Services**” means the services provided by us for the issue and redemption of E-Value and the transfer of E-Value between Customers on the basis of Airtel Money; Instructions including the recording of all Airtel Money Transactions, verifying and confirming all Airtel Money Transactions concluded and updating Customer Account records;

“**Airtel Money System**” or “**Airtel Money**” means the system operated by us providing the Airtel Money Services;

“**Airtel Money Transactions**” means any transaction which results in the Customer’s Account being credited or debited with E-Value and includes any of the transactions specified in Clause 4 hereof;

“**Airtel Money User Guide**” means the document describing the Airtel Money System and its use;

“**Balance**” means the amount of E-Value from time to time standing to the credit of your Account;

“**Bank Airtel Money Instruction**” means an Airtel Money Instruction authorizing and instructing a bank connected to the Airtel Money System to debit from your bank account held at such bank and credit the Settlement Account with a specified amount for the purchase of an equivalent amount of E-Value to be credited to your Account;

“**Cash-in Fee**” means the fee payable to a Dealer for each Cash-in Transaction;

“**Cash-in Transaction**” means the process of paying cash to a Dealer for the purchase E-Value to be credited to your Account;

“**Cash-out Fee**” means the fee payable to a Dealer for each Cash-out Transaction;

“**Cash-out Transaction**” means the process of redeeming E-Value from your Account for cash from a Dealer;

“**Confirmation SMS**” means an SMS containing a summary of the transaction details which is delivered to both the Originating Party and the Recipient upon successful conclusion of the relevant Airtel Money Transaction;

“**Credit Transaction**” means any transaction which results in your Account being credited with E-Value;

“**Conditions of Use**” means the terms and conditions, stipulations and provisions contained herein together with Registration Form and any appendices or addenda hereto;

“**Commencement Date**” means the date when you sign Registration Form or the means the date this Agreement will come into effect as detailed overleaf;

“**Charges or Fees**” means the Transaction Fees and other charges or deposits payable for the Service as published in the Tariff Guide;

“**Connection Charge**” means a charge in respect of each MSISDN for connection to the Network as published in the Tariff Guide or as provided in the Agreement;

“**Credit limit**” means the maximum amount of credit available to you in respect of each MSISDN;

“**Customer**” or “**You**” means the Subscriber applying for, or using the Network Services with whom we are making this contract and includes a person in whose name an Account for Airtel Money Services is registered or any person whom we believe is acting with the Subscriber’s authority;

“**Customer Care Centre**” means our customer care center located at our Office Complex situate at Plot 1 Hill Lane, Kololo, Kampala, whose contact details are specified in our User Guide or other regional Customer Care Centre operated by us;

“**Data**” means the use of binary signals to transmit information from one computer or apparatus to another;

“**Dealer**” means a person registered by us to provide the Services;

“**Debit**” means the movement of E-Value out of your account;

“**Debit Transaction**” means and transaction which results in a Debit;

“**Default PIN**” means the 4 digit pin code issued to you upon registration to be used once for the purposes of activating your Account, and which for security purposes you must change to a PIN immediately thereafter;

“**Disconnection**” means the deactivation of the MSISDN from the Network for whatever reason;

“**E-Bill**” means our electronic billing facilities providing the Customer with access to billing data current or historical either via email or online through our prescribed portal;

“**E-Value**” means the electronic value recorded in a Customer’s Account, such electronic value representing that Customer’s entitlement to an equivalent amount of the cash amount held in the Settlement Account;

"Equipment" includes the cellular telephone handset, accessories, SIM Cards, Starter Packs, promotional items and other items as purchased by you or as used/owned by us pursuant to this Agreement;

"Goods and/or Services" means such goods and/or services as may be purchased from Airtel Money Retailers using E-Value and the Airtel Money System;

"GSM" Means global system for mobile communications as defined in the European Technical Standards Institute structure of specifications;

"ID Number" means your presented identity card number or your passport number;

"Inactive" means, in relation to a SIM Card, that services for which it is enabled have not been conducted through it for a period of 3 consecutive months;

"Licence" means a Licence, including any amendment to, renewal or replacement of such Licence, granted to us by the Regulatory Authority in terms of the laws of the Republic of Uganda to install, operate and maintain a telecommunications network and services within the Republic of Uganda;

"Mobile Equipment" means your Mobile Phone and SIM Card and/or other equipment which when used together enables access to the Services;

"Mobile Phone" means your mobile phone handset;

"MSISDN" means the Mobile Subscriber Integration Services Digital Number, and corresponding identity number and PUK for accessing the Airtel Network;

"Network" means the mobile cellular network operated by us and covering those areas as stipulated by us from time to time;

"Material breach" means a breach of any Term of this Agreement, which cannot be remedied;

"Monthly Access Charge" means the standing monthly charge payable by you for the use of the Service as specified in this Agreement or in our Tariff Guide;

"Nick-name" means a unique 3-7 character name to be used to protect the Customer's privacy and enhance security. The Customer can create and change the Nick-name any time;

"Originating Party" means a Customer or Dealer who initiates an Airtel Money Transaction whereby E-Value is transferred to a Recipient;

"Party" means either you or us and **"Parties"** shall mean us both;

"Payments" means money paid to a Dealer for the purchase of an equivalent amount of E-Value credited to your Account;

"PIN" means a 4 digit personal identification number being the secret code you choose to access and operate your Account;

"Pre-paid Airtime" means mobile phone calling credit on the Airtel Network;

“**Recipient**” means a Customer or Dealer designated by the Originating Party to receive E-Value;

“**Registration Form**” means the registration form containing required registration details and acceptance of these Conditions of Use by you;

"**Roaming Services**" means a service that allows for the use of the Airtel MSISDN with networks beyond the coverage of the Airtel Network;

“**Re-charge**” means the process of crediting your MSISDN account with us so as to access the Services by using our recharge voucher or by any other means approved by us;

“**Regulatory Authority**” means the Uganda Communications Commission established in terms of the Uganda Communications Act Cap 106 and its legal successor from time to time;

“**Services**” or “**Network Services**” include but without limitation basic voice, international dialling, international roaming, short message service (“SMS”), voice mail, mobile commerce (Airtel Money) Services, data services, emergency access numbers and any other services offered via our Network that we agree to make available to you from time to time;

“**Settlement Account**” means the bank account maintained by us into which all Payments are made and held by us on behalf of Customers;

“**SIM Card**” means the subscriber identity module card issued to you by us through which you can access our Services using the Equipment;

“**SMS**” means a short message service consisting of a text message transmitted from one MSISDN to another;

“**Starter Pack**” means the packaged SIM Card sold to you by us together with the PIN (Personal Identification Number) and PUK (Pin Unblocking Key), and or any additional products and information that maybe included from time to time;

“**Subscriber**” means the Customer or you or a person using or registered to use our SIM Card;

“**Tariffs**” means our charges for use of the Services as varied by us from time to time;

“**Tariff Guide**” means a guidance catalogue of our charges for the services as published by us from time to time;

"**Term**" means the duration of this Agreement as herein provided;

“**Transaction Fees**” means the actual charges for use of the Airtel Money Services as published from time to time in the Tariff Guide [or on our website];

“**Transaction ID**” means the unique receipt number issued with each Airtel Money Transaction which is used to track and identify all Airtel Money Transactions carried out on your Account;

“**We**” or “**us**” means Airtel (its successors and or permitted assigns); “**You**” means the Subscriber.

2. SUPPLY OF NETWORK SERVICES

The Services are made available to you subject to these Conditions of Use:

- 2.1 We reserves the right to evaluate your creditworthiness before or after providing the Services;
- 2.2 We reserve the right to lock the SIM card or network equipment provided by us to you so that you will only operate on the Airtel Network and may be restricted from certain services;
- 2.3 You may only use the Services within the Republic of Uganda and those areas covered by our Network or our partner networks. For details of areas covered by Airtel Network, you may contact our Customer Service Hotline. Access to roaming networks will depend upon the arrangements between the foreign operators and us and will be subject to the availability of the foreign operator's network, gateway restrictions and charges;
- 2.4 We reserve the right to immediately change the terms, conditions, notices and charges under which we offer the Services as a direct result of new or amended legislation, statutory instrument, government regulations, policy or licence. In the event of any review of our business planning, technical, public interest or operational reasons, changes within the industry, recommendations from regulatory bodies or similar events then we shall notify you of such changes by SMS or e-mail or through the media (including newspaper publications, television and radio) or on our website at www.airtel.com. Your continued use of the Services shall be deemed to be your acceptance of or an agreement to all such terms, conditions, notices and charges and any changes thereto;
- 2.5 We reserve the right to suspend, disconnect, churn, bar and or re-allocate any mobile or telephone number for any of the reasons herein provided without informing you and without any liability whatsoever;
- 2.5 Access to all or any part of the Services may be subject to the payment of additional charges on such terms and conditions as we may determine;
- 2.6 The SIM Card shall at all material times remain our property and upon the determination of this Agreement, you shall without prior demand from us return the SIM Card and all stores being the property of Airtel;
- 2.7 The maximum call duration for any one single call made using the Services is approximately sixty (60) minutes subject to the terms of the tariff plan used;
- 2.8 With the exception of calls made to our Customer Service Hotline numbers and to any other designated toll free numbers, a variable minimum network access credit requirement shall be applied and shall depend on the Tariff used by you;
- 2.9 Title to any Equipment provided to you on provision of the Services, will remain with us and may be transferred to you under such conditions as may be required;
- 2.10 Your calls, emails or SMS's may be monitored or recorded for use in business practices such as quality control, training, ensuring effective systems operation, prevention of unauthorized use of our telecommunications system and detection and prevention of crime;
- 2.11 You may migrate between Tariffs subject to our conditions, which may be varied upon notification from time to time;
- 2.12 Unless otherwise required, activation of International Dialling, Roaming Services, Data Services and any other new services provided may be made available upon request at least forty-eight (48) hours prior to departure from Uganda, upon completion of the necessary documentation and upon payment of required amounts and/or deposits. You may contact our Customer Care Centre or an appointed account Manager for any assistance.

2.13 **In respect to Airtel Money Services:**

- (i) We hereby declare that we hold all Payments [and other monies received into the Settlement Account] with respect to the purchase of E-Value credited to your Account (the "Settlement Sums") on Settlement for you and for your benefit such that you shall be beneficially entitled to all those Settlement Sums equivalent to the Balance standing to the credit of your Account. You agree that we may treat the records of the Airtel Money System, as conclusive evidence of the amount of E-Value at any time standing to the credit of your Account and we are not bound to make any independent investigation of your beneficial entitlement to the Settlement Sums. You further acknowledge that, in relation to any payment to you in respect of your entitlement to Settlement Sums, we may act on instructions given by you using your PIN, or instructions purported to be given by you using your PIN, even if they are actually given by a third party;
- (ii) You acknowledge that we shall have no obligation to invest the Settlement Sums other than by way of holding the same in the Settlement Account. You further acknowledge that, to the extent that any interest accrues on the Settlement Sums, you shall have no beneficial entitlement to such interest and we shall be entitled to retain such interest for its own use, whether to defray its own costs and expenses and those of operating the Airtel Money system or to pay the same to such charitable cause(s) as we shall in its absolute discretion determine, or otherwise.

3. YOUR OBLIGATIONS

- 3.1 You must register for the Services with any Airtel Dealer in Uganda by completing, signing and submitting to the Dealer the Registration Form; and provide information about yourself as per the Registration Form;
- 3.2 You accept to subscribe for the Services and to be responsible for all applicable charges/Fees for the Services including Airtel Money Transactions effected using your PIN, for all Cash-in Fees, Cash-out Fees and Bank Charges;
- 3.3 A prepaid Customer must ensure that he has sufficient credit so as to access the Services, as we shall not be liable in any manner in the event that you are denied access to the Services due to insufficient credit with us;
- 3.4 You will use the Network Services only for lawful purposes contemplated in these terms and conditions;
- 3.5 Where necessary you will allow us reasonable access to your premises and transit controlled areas as may be necessary for purposes of erecting, servicing and maintaining the Network Services in accordance with these terms and conditions;
- 3.6 You will promptly notify us of any fault in the Network services and we shall endeavour to rectify any such fault as soon as possible; **Provided** that such fault, breakdown or problem is not caused by the negligence or willful default on your part Where the fault is due to your negligence or willful default, We may rectify it at your cost;
- 3.7 In the event of damage to or loss or theft of your SIM Card, you are obliged to inform us immediately of such damage, loss or theft by calling the Customer Care Centre. We will then disable such damaged, lost or stolen SIM Card in order to prevent further use of the Services until such time as the same has been replaced or repaired. A replacement or repair fee may be applicable and payable by you prior to such replacement or repair being effected. You will be held responsible for all Fees and Airtel Money Transactions effected up to the time of receipt by us of your notification of the damage, loss or theft and you hereby indemnify us against any claims made in respect of any Airtel Money Transactions effected using your Mobile Phone and/or SIM Card prior to such notification; all services provided or accessed as a result of the unauthorised use of the SIM Card or phone shall be deemed to have been provided to you;
- 3.8 You must comply with any instructions that we may give from time to time about the use of the Services;
- 3.9 You are responsible for all applicable charges for using the Services using the Equipment whether those Services were used by you or someone else with or without your authority or knowledge;
- 3.10 You are responsible for the legal compliance and security of any Equipment used to access the Services. You are also advised to read and understand any manufacturer's instructions for use of the Equipment. We will not accept liability for any malfunction of the Equipment, injury, loss of data or damage to the Equipment;
- 3.11 You are responsible for any transmitted material and or communication, which is classified as illegal, defamatory, misleading or in breach of any person(s) rights and shall keep us indemnified against any claims and expenses made against us in respect thereof;
- 3.12 You are responsible for obtaining our permission where you desire to make any alteration or addition to the Network Services.

4. AIRTEL MONEY TRANSACTIONS

- 4.1 Upon registering your SIM Card with a Dealer and opening an Account the Dealer will issue you with a new SIM Card (if required) and will provide you with a Default PIN for Airtel Money Services;
- 4.2 Upon successful registration you will receive a welcome SMS confirming successful creation of your Account for Airtel Money Services;
- 4.3 Once you register and activate your Account by the input of your Default PIN you will be required to choose a secret PIN after which you will be entitled to use the Airtel Money Services by effecting a Payment;
- 4.4 Your Account will be credited when you purchase E-Value or when E-Value is transferred to your Account by another Customer.
- 4.5 All Debit Transactions will be effected by Airtel Money Instructions authorized with the PIN or by such other method as we may prescribe from time to time.
- 4.6 You may not effect any Airtel Money Transactions if you do not have sufficient E-Value in your Account to meet the value of the Transaction and all applicable Fees in respect thereof.
- 4.7 After successful registration of your Account, you will be able to effect the following transactions:
 - 4.7.1 Effect a Credit Transaction by receiving a Payment or inbound credit transfer. The Airtel Money System will credit your Account accordingly.
 - 4.7.2 Effect a Debit Transaction by sending Airtel Money Instructions for:-
 - (a) The redemption of E-Value from your Account for cash at any Dealer shop;
 - (b) The transfer of E-Value from your Account to another Customer's Account [using either their phone number or Nick-name] and specifying the amount to be transferred;
 - (c) The purchase of Pre-paid Airtime using E-Value from your Account either for yourself or for another Customer;
 - (d) The redemption of E-Value from your Account for the credit of an equivalent amount of money to any bank account compatible with Airtel Money;
 - (e) The purchase of Goods and/or Services from Airtel Money Retailers by transferring E-Value from your Account to the Airtel Money Retailer's Account in settlement of the Goods and/or Services purchased.
- 4.8 After successful registration of your Account, you will also be able to use Airtel Money to:
 - 4.8.1 Request Activity Reports;
 - 4.8.2 Check the balance of your Account and your bank account [if compatible with Airtel Money];
 - 4.8.3 Change your PIN and Nick-name.
- 4.9 After the successful conclusion of each Airtel Money Transaction both the Recipient and the Originating Party will receive a Confirmation SMS containing a unique Transaction ID and an updated balance of their respective Accounts and/or bank account. The Airtel Money System records will be taken as correct unless the contrary is proved.
- 4.10 Any Debit Transaction given using the PIN will be charged to your Account. You acknowledge that, unless and until we receive notice from you that your PIN is no longer secure and/or that your Mobile Equipment has been lost or stolen, we may rely on the use of the PIN as conclusive evidence that a Debit Transaction has been authorized by you, even if it is actually made without your authority. We will not require any written confirmation of any Airtel Money Instruction.
- 4.11 It is your responsibility to verify the accuracy of all information entered in connection with Airtel Money Instructions (including, but not limited to, the transaction amount, Nick-name, and Recipient's phone number, name, bank account number and branch code) before sending the execution command for an Airtel Money Transaction to the Airtel Money System. Airtel Money will not be able to reverse or charge-back any Airtel Money Instruction for any reason, including in the event of any dispute with any other Customer or Dealer or other person or between the Originating Party and Recipient. You alone will be responsible for settling all such disputes without recourse to us and Airtel Money Agent.
- 4.12 You may request the following Airtel Money activity reports ("Activity Reports") using your Mobile Equipment: your Account's current balance; details of the last 2 Airtel Money Transactions initiated from your Mobile Equipment; the current status of an Airtel Money Transaction initiated from your Mobile Equipment; details of the previous day's Airtel Money Transactions initiated from your Mobile Equipment; a summary of the Airtel Money Transactions initiated from your Mobile Equipment on a particular day; a summary of the Airtel Money Transactions initiated from your Mobile Equipment during the last month. **BUT** Activity Reports will not be sent in printed format but may be delivered to you either by SMS or by email at your option.

5. SECURITY AND UNAUTHORISED USE

- 5.1 Only one PIN can be linked to your SIM Card or Account at any one time.
- 5.2 Only you may use your Mobile Equipment, Nick-name and PIN.
- 5.3 You are responsible for the safekeeping and proper use of your Mobile Equipment and for keeping your Default PIN, PIN and Nick-name safe, secret and secure, and for all Airtel Money Transaction in connection with your Account using your PIN.
- 5.4 Whilst you may be required to identify yourself using your Nick-name, you must not disclose your PIN to any person including the staff at the Customer Care Centre.

6. SERVICE AND MAINTENANCE

- 6.1 We will offer a reliable and cost effective service. Where necessary we may provide Equipment to be placed at your premises. The Network Services will be offered with an availability of not less than 99.5% up time within Kampala and 98% up time outside of Kampala calculated over a period of a year.
- 6.2 We are entitled to undertake routine and emergency maintenance and repair operations, which, will, where possible, be carried out upon reasonable notice being given. Routine maintenance shall, where possible, be carried out between 24h00 and 06h00 so as to minimise disruption of service to you.
- 6.3 Although we shall try to ensure that you are able to make full use of the Services, to access the Network within the coverage area, we do not guarantee that the Services shall be available at all times and We shall not be responsible or liable for any loss whatsoever and howsoever arising as a consequence of any non-availability of the Services. By accepting these Conditions of Use you acknowledge that the Services are not fault free and that there are certain circumstances and factors including (but not limited to) acts of God, geographical, topography, weather conditions, planned maintenance or rectification work on the Network may interfere adversely with the quality and provision of Services.
- 6.4 We shall not be liable under any circumstances for any incidental or consequential loss or damage or negligence and your exclusive remedy shall be expressly limited to the performance of the services provided for by this Agreement.

7. NETWORK SERVICES EQUIPMENT

- 7.1 Any equipment supplied by us or equipment provided in terms of our obligations hereunder (whether by its agents, contractors or otherwise) and used for the establishment and or provision of the Services shall remain our exclusive property and nothing herein contained shall be construed as granting you any right in the Airtel supplied equipment or equipment provided in terms of our obligations hereunder;
- 7.2 No alteration or addition shall be made to the Network Services Equipment except with our prior written permission;
- 7.3 If at our discretion we perform any service on any Network Equipment necessitated by a cause other than normal use of such equipment or use of parts or materials not provided by us, including but not limited to any abuse, accidental damages, operator error, abnormal use, tampering, alterations or repairs not performed or authorized by us or inaccurate instruction given by us to our employees or agents who handle or use the Network Equipment, you shall pay us an additional charge for the time that we are so engaged at the prevailing time and material rates, including the price of any parts or materials

utilized in such services. If the provision of the service is made necessary by normal wear and tear or by fault or our neglect there will be no additional charge to you;

7.4 You will be responsible for any loss or damage to the Equipment from the point of delivery to you;

7.5 We may block further use of the Equipment upon your written request provided that any loss or theft of the Equipment has been procedurally reported to the police and after you have given us all information and documents we may require to effect this. Any replacement of the Equipment shall be at your cost.

8. WARRANTY

8.1 If you have purchased any Equipment from us which is found to be faulty or defective, you will need to immediately return the Equipment and the original receipt for the purchase to us (at the point of sale), within ten (10) days of purchase. We will only be responsible for the replacement of the Equipment in the case of manufacturer's defects;

8.2 We will use reasonable endeavours to extend to you the benefit of any warranty as given to us (subject to any limitations and restrictions thereof) by the manufacturer provided that any expense reasonably incurred by us in extending such benefit shall be held to your account. This warranty is the only warranty given by us and specifies its entire liability including liability for negligence and in particular but without limitation all statutory or other express, implied or collateral terms. Conditions or warranties are excluded to the fullest extent provided by law including but not limited to any warranties and conditions expressed or implied by the Sale of Goods Act and the Contract Act.

9. SUSPENSION AND DISCONNECTION OF THE SERVICES

9.1 We may suspend, bar, disconnect, churn, restrict or terminate the provision of the Services (in whole or in part) and or close your Account without prior notice to you and without any liability whatsoever (although, we will, where possible, try to inform you that such action is or may be taken) under the following circumstances:-

9.1.1 If we are aware of or have reason to believe that your Mobile Equipment, SIM Card, MSISDN, PIN or Account is being used in an unauthorised, unlawful, or fraudulent manner (or has been so used previously);

9.1.2 If your SIM Card is inactive, that is, if you do not use the Services for a period of (3) Three months after the end of the validity of your last Re-charge or any other periods as may be set by us and communicated to you from time to time. In this Clause "Use" includes, making any chargeable outbound calls, sending chargeable SMS's, accessing data services, Re-charging of your account and any other use or access to our other services;

9.1.3 If you do not comply with any of the conditions relating to any part of the Services;

9.1.4 If we believe you are making calls or sending data which is classified in our sole opinion as being illegal, a nuisance, abusive, a hoax, menacing; unsolicited or indecent (including any calls or messages relayed to our customer service operators);

9.1.5 If we are aware or have reason to believe that you have Re-charged (or has attempted to Re-charge) your account using any fraudulent or illegal means, over and above any other remedies We may have, we may also bar the Equipment from accessing the Services and/or bar the MSISDN so that it is no longer available for use or Re-charge with any electronic facility;

9.1.6 If you notify us that your Equipment has been lost or stolen;

9.1.7 If you do anything (or allow anything to be done) with your Equipment which we think may damage or affect the operation or security of the Network or the Services;

9.1.8 If a material misrepresentation is discovered in the information you provided at the time of registration;

9.1.9 During technical failures, modifications, maintenance of the Network etc;

9.1.10 For reasons beyond our control.

9.2 Where the continued use of the Services has been suspended, churned, disconnected or terminated for any of the above reasons, and your account expires any credit balance in your account, excluding Airtel Money credit balances, will be forfeited. Where we have suspended or restricted access to the Services for any of the above reasons any reconnection is at our discretion and a reconnection fee may be charged.

"Expiry" occurs when your account has been inactive for 3 (Three) months after the end of the validity period of your last Re-charge. The validity period may vary depending on the value of the Re-charge voucher.

9.3 After the Expiry of your account, we will reserve the right to deactivate and recycle the MSISDN and make it available for sale to another customer, without further liability to you.

10. FEES AND PAYMENTS

10.1 In consideration of the Services supplied by us to you, you shall pay us the applicable charges a detailed in the Tariff Guide or as shall otherwise be communicated to you. We may require you to pay a deposit(s) on signature of this Agreement. The Tariff Guide is available from the Customer Care Center, the Dealers as well as on our website.

10.2 We may require a person wishing to subscribe as a post-paid customer to pay a security deposit and may upon the breach of any of the obligations, and without prior notice defray from the security held any service charges due and all costs incidental to our recovery of the debt or performance of the obligations. Airtime deposit paid under the prepaid service is not refundable and itemized bill shall not be provided.

10.3 Post-paid Customers will be responsible for paying in full all dues arising as a result of error made during data subscription and re-subscription within the due month;

10.4 The Tariff Guide is available to you only as a guideline and is not a legally binding document. The Tariffs are subject to change without prior notice. Unless otherwise specified, the amounts set out in the Tariff Guide are inclusive of VAT or any other taxes, or levies which by law or in terms of this Agreement would be payable by you, and you undertakes to pay VAT on the amounts specified and any other taxes or levies as may be payable from time to time, arising from and/or as contemplated in this Agreement;

10.5 A Postpaid Customer shall receive a monthly invoice for his or her bill at the beginning of every month for the previous month's charges, which shall be settled on the due date. The invoice may take the form an E-Bill as herein above defined. It is understood by you that we shall not be liable if the E-Bill is received by a person not intended to be the recipient;

10.6 Itemized billing and data information are not available to prepaid Customers;

10.7 Transaction Fees as published from time to time are payable to us for each Airtel Money Transaction effected from your Account which will be deducted automatically from your Account by Airtel Money on conclusion of each Airtel Money Transaction and you will receive a Confirmation SMS containing a summary of the Airtel Money Transaction concluded and details of the new balance in your Account.

10.8 Any Airtel Money Transaction involving a redemption of E-Value from your Account in exchange for a corresponding payment of cash into a bank account is subject to such additional fees or charges (the "Bank Charges") as may be specified from time to time by the relevant bank [with whom the said bank account is held and such Bank Charges will be deducted in a manner similar to the Transaction Fees and paid to the said bank].

10.9 Dealers are entitled to charge Cash-in Fees and Cash-out Fees which are payable by you to the Dealer. We will publish recommended Cash-in Fees and Cash-out Fees in the Tariff Guide for the Customer's reference and guidance only but which shall not be binding on the Dealer and are subject to negotiation between the Customer and the Dealer.

10.10 Upon receipt, a post paid Customer shall check all bills provided by us in order to ensure that the contents thereof are correct; Any exceptions or objections to the charges must be advised to our Credit Control Manager immediately. In the event that no exception or objection is raised within fifteen (15) days from the billing date then the invoice amount shall be deemed to be correct;

10.11 Unless a rebate is specifically promised in writing to you by us, the full invoice or bill shall remain payable by you;

- 10.12 All amounts inclusive of taxes, are payable by cash, cheque, approved credit card and/or bank transfer. Payment may be made at our Cash Office at Airtel House or at any of our Dealer stores. All cheques should be drawn in favour of “**AIRTEL UGANDA LIMITED**” to be paid fifteen (15) days after the invoice due date;
- 10.13 All payment received for the Services shall be specific to an invoice. Where you do not specify the invoice to which the payment should be applied, the payment shall be applied to the earliest dated unpaid invoice;
- 10.14 If you fail to effect payment of any amount within 15 (Fifteen) days after the due date, and or we have not received any objection to the invoiced amount then we may:-
- (a) suspend your access to the Service or any discounts in place until we receive payment in full; and/or;
 - (b) charge interest on the unpaid amount at a rate of 2% above the base rate of Bank of Uganda from time to time; and/or;
 - (c) refer the debt to a collection agent and/or institute debt recovery proceedings for the recovery of the debt; and/or
 - (d) hold all pre and post judgment collection costs to your account until we receive payment in full.
- We will reserve the right to offset any sums owed by you under this Agreement against any sums we are holding to your credit under this Agreement or otherwise.
- 10.15 International access and global roaming shall be activated for the line(s) nominated by you.

11. USAGE LIMITS/AUTO BAR

- 11.1 You may use the Auto Bar service, upon request, to receive updates on the available credit in your account. This service shall be used strictly as a guideline to allow you some degree of control over your account;
- 11.2 Where you have exceeded your credit limit, we may at any time, without notice to you and in any manner whatsoever, suspend your access to the out-going calls and SMS Service (or the Network Services in whole) until a sufficient amount of payment is made into the account. If your access to the Network Services is suspended, you shall still be liable for the monthly service charges during that period and for the duration of the Agreement until the account is settled in full;
- 11.3 You shall remain liable for all charges incurred for use of the Service, irrespective of any delays in the barring or un-barring of your account. Usage limits shall not apply for roaming Subscribers. Charges arising for such Subscribers will be paid in full by the respective Subscriber;
- 11.4 We shall not be liable to you for any loss or damage suffered by you whether the same is direct or consequential, if we fail to suspend the provision of the Network Services to you in the terms of an arrangement between us and you or after you specifically requested us to do so in order to limit the usage charges.

12. ACCEPTANCE OF CONDITIONS OF USE

You shall be deemed to have accepted these Conditions of Use as amended from time to time and which take effect on the occurrence of any of the following events:-

- (a) Upon submission of your Registration Form;
- (b) Upon the Re-charge of your SIM Card at any time with any amount using the designated recharge voucher or using any other approved means of Re-charge;
- (c) Or upon use by you of our Services or upon you accessing our Network at any time;
- (d) upon the initial activation of SIM Card;
- (e) Upon activation of your Account using your Default PIN.

13. COMMENCEMENT & DURATION

This Agreement shall be effective from the date that you sign the Registration Form overleaf and shall continue in force for an initial period of (2) Two years and shall thereafter renew automatically unless terminated in accordance with the provisions herein.

14. TERMINATION

- 14.1 We may at our discretion and without prior notification, discontinue the provision of the Services or any part thereof without incurring any liability to you;
- 14.2 You may terminate this Agreement at the expiry of the initial term or at any later date, upon giving us one (1) month's notice in writing;
- 14.3 You shall not bring any claim against us as a result of termination of the Services except that the termination of the Services shall not prejudice any rights that may have accrued to either party prior to the termination;
- 14.4 Notwithstanding any other provision contained herein, the Agreement will automatically determine if either Party becomes insolvent, is declared bankrupt, is wound up or otherwise ceases to exist, or commits a fundamental breach of these terms and conditions.
- 14.5 No Party shall bring any claim against the other as a result of termination of a Network service Agreement except that the termination of the Agreement shall not prejudice any rights that may have accrued to either Party prior to the termination.
- 14.6 Termination shall not affect any provision of this Agreement expressed or which by implication is to have effect after termination, or any other rights either Party may have against the other Party subsisting at the time of termination;
- 14.7 Where a postpaid Subscriber terminates this Agreement before the expiry of the initial term then he or she will be required to pay all outstanding charges plus the monthly or other periodic charges, which would otherwise have been payable for the remainder of the Term, had this Agreement not been terminated;
- 14.8 Where you terminate this Agreement after the expiry of the initial term without giving one (1) month's written notice, then you will be required to pay all outstanding call charges plus the monthly or other periodic charges for a further one (1) calendar month.
- 14.9 We will use all reasonable endeavours to disconnect the MSISDN from the Network without delay upon notice to do so.

15. DISPUTE RESOLUTION

- 15.1 The Parties shall endeavour to settle any dispute arising out of the execution of these Terms or their construction by discussion and negotiation.
- 15.2 Save as may otherwise be provided herein, all questions in dispute arising between the Parties and all claims or matters in such dispute not otherwise mutually settled between the Parties shall be referred to Arbitration.
- 15.3 Arbitration shall be by a single Arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of such notification of such dispute by either Party to the other, upon application by either Party to the Executive Director for the time being of the Center for Arbitration and Dispute Resolution and any Arbitration proceeding shall take place in Kampala. Every award made under this Clause shall be made in accordance with the provisions of the Arbitration and Conciliation Cap. 4 of the Laws of Uganda and the regulations made thereunder or other Act(s), Regulations or Rules for the time being in force in Uganda in relation to Arbitration.
- 15.4 To the extent permissible by law the determination of the Arbitrator shall be final and binding upon the Parties.
- 15.5 Notwithstanding these Arbitration provisions, the Parties shall not be precluded from seeking urgent injunctive relief, in which case the Parties submit to the exclusive jurisdiction of the High Court of Uganda.

16. CONFIDENTIALITY

- 16.1 Both Parties undertake to keep confidential the provisions of these terms, all confidential information agreed by the Parties as being confidential as well as any information disclosed in the course of use of the Services and that either Party shall use

such information only to the extent necessary to perform the obligations in terms of these terms or as may be required by law.

- 16.2 The confidentiality of your communications via Airtel Network is not guaranteed. You are advised that for reasons beyond our control, there is a risk that your communications may be unlawfully intercepted or accessed by persons other than the intended recipient. We cannot and will not accept any liability for any loss, injury or damage whether direct or consequential arising out of any such compromise of confidentiality;
- 16.3 You accept and confirm that we may disclose and/or receive and/or record any details of your use of the Services including but not limited to your calls, emails, SMS's, data, your personal information or documents obtained from you for the purposes below:
- (a) fraud prevention and law enforcement;
 - (b) for reasonable commercial purposes connected to your use of the mobile service, such as marketing and research related activities;
 - (c) use in our telephone directory enquiry service in printed or electronic format;
 - (d) to comply with any legal, governmental or regulatory requirement or an order of a court of law;
 - (e) for use by our lawyers in connection with any legal proceedings;
 - (f) in business practices including but not limited to quality control, training, audit and ensuring effective systems.

17. EXCLUSION OF LIABILITY

- 17.1 In the event that we are compelled to change or reassign your MSISDN to meet regulatory requirements or for any other reason our liability to you will be limited to retaining your Account and where possible, transferring your Account to a new MSISDN, failing which you will be paid the Balance standing to the credit of your Account in cash;
- 17.2 To the maximum extent permissible by law we exclude warranties and conditions of all kinds, either express or implied;
- 17.3 To the fullest extent permissible by law, we shall be not liable for any costs, loss, liability or damage whether direct, special or consequential, howsoever and whensoever arising out of our supply of, or failure to supply, the Services and you shall indemnify and keep us indemnified at all times against any and all costs, expenses, actions, claims, demands and damages howsoever and whensoever arising as a result of the use of the Equipment or SIM Card by you or anybody else;
- 17.4 We shall not be responsible or liable for any failure to perform our obligations herein where such failures are caused by Acts of God, Acts of Government, strikes or labour disputes, fire flood, lightening or other failures of sub-contractors or suppliers or any cause or causes (where not of a like nature) beyond our reasonable control;
- 17.5 We will not be liable in contract, tort (including negligence) or otherwise for any costs, loss, liability or damage whether direct, special, incidental or consequential arising out of the supply of the Service or failure to supply the Service including but not limited to loss of profits, business, anticipated savings or data or for wasted expenditure;
- 17.6 All Dealers are independent outlets authorized by us to provide the Services and no agency relationship exists between us and the Dealers and we accordingly bear no responsibility or liability for any default or negligence on the part of the Dealers in providing the Services;

18. GENERAL

- 18.1 Notwithstanding anything herein contained, these Terms are subject to the terms and conditions of the Licence, and any other law, statute or agreement in force or which may come into force and become applicable to or binding on us or you. If anything herein contained is irreconcilable or contradictory to our obligations under the aforesaid Licence or law, or should you commit any act or omit to do things such that we will be deemed to have contravened or be held to be in contravention of any term or condition of the Licence or should it contravene any term or condition of the Licence, we shall be entitled to claim for any loss incurred by way of penalty or otherwise, or in the case of material or substantial breach or contravention, terminate these Terms as is provided for herein unless the contravention or inconsistency, or contradiction in question, can be remedied without us having to terminate the Services.
- 18.2 No failure or delay by either us or you in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 18.3 Failure by either Party to enforce any rights under these Conditions of Use shall be without prejudice to any available legal remedies and does not imply any admission of liability on our part for any alleged breach.
- 18.3 The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- 18.4 You must pay all our expenses in recovering any amounts you owe us including legal fees, collection fees and tracing fees
- 18.5 The number and duration of messages that can be left on the voicemail service will be limited. You may call our Customer Service Hotline for further information.
- 18.6 Unless specifically requested in writing to us, the identity of your MSISDN may be sent through the Network so as to be identified by the recipient of your communication. Your MSISDN will always be transmitted if calling toll free lines or emergency assistance number.
- 18.7 If the facility to eliminate the presentation of the number of an incoming call is made available, we may charge you for the use of such a facility.
- 18.8 For your own protection, you must keep confidential all personal identification or security numbers used in connection with the Services. The numbers/codes which we allow you to use in connection with the Services will remain our property at all times. We may charge you for inclusion of your information in any publicly available telephone directory enquiry service at the price stated in our Tariff Guide from time to time. Even if Subscriber has not requested that your details be included in a directory enquiry service your name and address will still be entered into the database so that the operator can confirm that you are ex-directory. Directory enquiry service information may be passed by us (directly or indirectly) to other organisations so that they may operate their own directory enquiry service.
- 18.9 The intellectual property rights in the SIM Card and all Services (including the software) ("IPR") belongs to us or our suppliers and is supplied to Subscriber, under licence, by us for proper use with the Services only. We may change the IPR at any time without prior notice to Subscriber. Subscriber may not copy or change or reverse engineer any of the IPR. If the Equipment is disconnected from the Services or if we changes the IPR Subscriber must either destroy the SIM Card or return it to us, as we may request.
- 18.10 Unless requested in writing and upon payment of the applicable charge by you or your duly authorised representative we do not provide itemised billing statements or call data information. Call data information shall be provided to you upon production of a Court Order.
- 18.11 The terms of these Conditions of Use are subject to and governed by the Laws of Uganda and the Parties submit to the exclusive jurisdiction of the courts of Uganda.
- 18.12 If any provision of these Conditions of Use shall be found by any duly appointed arbitrator, court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions herein and all provisions not so affected by such invalidity or unenforceability shall remain in full force and effect.
- 18.13 Any notices in regard to any information that we may wish to send to you from time to time including but not limited to variations to these Conditions of Use, modifications/variations to the Services or Tariffs, any promotions and other information will be through advertisement in a daily newspaper, SMS, our website, and/or by using any other suitable means **PROVIDED THAT** you shall be deemed to have been duly notified regardless that the same may not have actually come to your attention.