

Terms of Service and Privacy Policy

1. Definitions:

1.1 "Access" means the number of days that a Subscriber shall be entitled to use the services as determined by the subscription fees:

1.2 "Access Device" means any such device which has been prescribed by SERVICE PROVIDER as the medium through which services may be provided to the Subscriber such as the CPE Routers, Mi-Fi Routers and other such devices as may be prescribed by SERVICE PROVIDER:

1.3 "Activation" means the enabling of SIM card by SERVICE PROVIDER so that it operates on its Network and is usable by the subscriber for the provision of services in line with the terms of this agreement;

1.4 "SERVICE PROVIDER" means SERVICE PROVIDER Communications Limited, a company incorporated in accordance with the Companies and Allied Matters Act of Nigeria.

1.5 "Coverage Area" means those areas within the SERVICE PROVIDER network where the LTE services are accessible to subscribers as provided in the availability brochure and reviewed from time to time by SERVICE PROVIDER.

1.6 "Subscriber" means any person on whose behalf a service account has been created by SERVICE PROVIDER

1.7 "Subscription fees" means payments or any payment on account by the Subscriber in accordance with the subscriber's service option of preference from time to time.

1.8 "Network" means the telecommunications system and operations of SERVICE PROVIDER by which the Lte Broadband data services are made available by SERVICE PROVIDER;

1.9 "Services" shall mean the Lte broadband Mobile or Fixed Internet Access with its designated features as may be provided and modified from time by SERVICE PROVIDER;

2. Unless otherwise advised by SERVICE PROVIDER, payment of monthly subscription shall entitle a Subscriber access to the Network Services within the area designated by SERVICE PROVIDER as the Coverage Area.

3. Access is subject to the following:

3.1 Payment of the relevant subscription fees applicable to the subscriber's service option of choice.

3.2 Service availability within the Coverage Area at any point in time.

3.3 Compliance with all the terms and condition of this service, and any other future modification, additions or directives as may be prescribed by SERVICE PROVIDER

4 SERVICE PROVIDER shall be entitled to immediately suspend services if it appears that the subscribers subscription has been exhausted with respect to the duration which the subscription relates or has been forfeited for any reason, SERVICE PROVIDER may in its absolute discretion give advance notice of suspension or forfeiture to the subscriber.

5 The Subscription and any amount of airtime remaining thereof on subscriber's account may be forfeited if the subscriber within the Access period fails to use the service and fails to notify SERVICE PROVIDER of the intention not to use the service within the said period

6 Services to the subscriber may be finally terminated where for any cumulative period of (6) six months within the Access period the subscriber fails to use the service and fails to notify SERVICE PROVIDER of the intention not to use the service within the said period. Any outstanding subscription shall consequently be forfeited.

7 Risk contained in and to the products and services transfers upon delivery of the Access Device to the Subscriber and accordingly SERVICE PROVIDER accepts no responsibility whatsoever for any loss of or damage to the device and its accessories. Replacement in the event of loss or damage to Access Device or accessories is at the subscribers cost and at a rate to be determined by SERVICE PROVIDER.

8 Loss of Access Device should be reported immediately to SERVICE PROVIDER.

9 The Subscriber understands and agrees that the Access Device and its accessories are the intellectual properties of a third party to whom SERVICE PROVIDER owes a duty to protect, the subscriber shall not in any way tamper with, modify or decompile or do such things as may affect the intellectual property right of any third party with respect to the provision and use of the services herein.

10 The Subscriber undertake following:

10.1.1 That SERVICE PROVIDER shall not be liable for any loss, injury or damage to any person arising out of the use of the Access Device.

10.1.2 To Indemnify SERVICE PROVIDER and hold it harmless from and against all liability arising out of claims made against SERVICE PROVIDER, its employees and/or its agents (jointly and severally) in connection with the subscriber's use of the Access Device and the Service.

Furthermore SERVICE PROVIDER shall not be liable for any loss claim, harm, expense or damages, suffered or sustained by the subscriber or any third party and arising, directly or indirectly out of suspension or non-availability of services howsoever arising.

11 Without detracting from any of the other provisions of these terms and conditions, SERVICE PROVIDER shall not be liable for any loss or damage suffered, and whether same is direct or consequential, in the event that such loss or damage was caused by any negligent act or omission on the part of SERVICE PROVIDER, its employees and or its agents.

12 No warranties, whether implied or express, are given in relation to availability of services. The sole warranty given in respect of the Access Device is contained in the Warranty Certificate as may be issued with the Access Device.

13 The Subscriber is entitled to refer any dispute relating to the Services to the Nigeria Communications Commission (NCC) or its appointed representatives.

14 VAT and other statutory charges are deductible as appropriate from subscription charges.

15 SERVICE PROVIDER reserves the right to, without notice, modify the terms and conditions of this agreement or make amendment thereof in the rates, services, charges and other essential ingredient of the contract howsoever important.

16 Services are provided to the subscriber with the understanding that the subscriber, its employees, agents and sub-contractors:

16.1 Will not use the services for any fraudulent, criminal, improper or unlawful purpose, nor allow others to do so

16.2 Will comply with all relevant requirements stipulated in Federal legislation, NCC regulations and SERVICE PROVIDER Usage Policies relating to use of the Terminal Equipment and use of the Network Services.

16.3 Will not act, whether by (commission or omission) in any way likely to injure or damage any person, property or the Network or cause the quality of the Network Services to be impaired or interrupted in any manner.

17 Provision of the Network Services may be interrupted or suspended by SERVICE PROVIDER at any time without notice, inter alia:-

17.1 To facilitate any modifications, maintenance or remedial work in respect of the Network Services or the Network by SERVICE PROVIDER; or,

17.2 For so long as a subscriber does not comply with or are in breach of any of these conditions.

17.3 If the subscriber acts or omits to act in such a way that the operation of the Network or quality of the Services may, in SERVICE PROVIDER' opinion, be jeopardized; or,

17.4 If the Terminal Equipment is unauthorized and infringes or is alleged to infringe the intellectual property rights of any third party.

18 SERVICE PROVIDER reserves the right to levy a reconnection fee for any reconnection of subscription where it has been interrupted or suspended in the circumstances envisaged in this agreement. In such event, SERVICE PROVIDER reserves the right to refuse to reconnect the subscriber unless the subscriber furnishes security as may be required by SERVICE PROVIDER and undertakes or agree to adhere to payment terms which are acceptable to SERVICE PROVIDER in the circumstances.

19 Nothing contained in these terms and condition pertaining to the sale of Access Device will be constructed as vesting in or transferring to the Subscribers any right, title or interest in the software, the phone number or any intellectual property belonging to SERVICE PROVIDER or any third party.

20 By this terms and condition, SERVICE PROVIDER is hereby authorized upon demand, to disclose to any statutory or duly authorized body or bodies, person(s), with or without notice, any private or confidential information which it may seize possession of in the course of the enjoyment and use of the services, in accordance with any law or regulation in force in Nigeria at any point in time.

The subscriber hereby undertakes as follows:

- i. That I have read and fully agree with the Terms and Conditions of this Services;
- ii. That the Access and Coverage Area has been explained and described to me, and is clearly understood by me; and,
- iii. That I have subscribed to the services in full understanding of the desired service subscription options and the same having been explained to me by an authorized representative of SERVICE PROVIDER

SERVICE PROVIDER Unlimited (FUP) Data Bundles allows for access to the subscribers who have purchased data bundles within the validity period of the purchased data bundles. We want our customers to enjoy surfing the internet and our Fair Use Policy is there to make sure our customers have the best experience possible. There might be some customers who use so much data that it might adversely affect the network quality & deteriorate surfing experience for majority of our users. We also want to make sure everyone gets the experience from their chosen price plan.

So to make sure everything is running smoothly, we continuously monitor Mobile internet usage of our subscribers during the validity period. A Fair Use Policy given in Gigabytes (GB) of data applies on all Mobile internet services.

How does the Fair Use Policy work?

Under the policy we have defined fair usage levels for unlimited data plans .On reaching the fair usage level, the plan speed would be rationalized (reduced from the normal speed of the plan) for the rest of the validity period / bill cycle. The fair usage level and the reduced speed usually vary from plan to plan and these details are mentioned along with the plan itself.

The speeds would be upgraded to the normal speeds once the validity of recharge is done or additional data is purchased within the current cycle.

UNLIMITED FUP Plans

1. FIRST UNLIMITED (30 DAYS CYCLE)

DATA USAGE DATA SPEED

0-15GB 5MBPS

15GB-25GB 3MBPS

25GB-27GB 1MBPS

2. SECOND UNLIMITED (30 DAY CYCLE)

DATA USAGE DATA SPEED

0-40GB 5MBPS

40GB-50GB 1MBPS

50GB-55GB 512KBPS

3. THIRD UNLIMITED (30 DAY CYCLE)

DATA USAGE DATA SPEED

0-50GB 5MBPS

50GB-100GB 3MBPS

100GB-110GB 512KBPS

4. FOURTH UNLIMITED (30 DAY CYCLE)

DATA USAGE DATA SPEED

0-36GB 1MBPS

36GB-40GB 512KBPS

5. FIFTH UNLIMITED (30 DAY CYCLE)

DATA USAGE DATA SPEED

0-70GB 2MBPS

70GB-75GB 512KBPS

6. SIXTH UNLIMITED (30 DAY CYCLE)

DATA USAGE DATA SPEED

0-100GB 3MBPS

100GB-110GB 512KBPS

6. SEVENTH UNLIMITED (30 DAY CYCLE)

DATA USAGE DATA SPEED

0-124GB 4MBPS

124GB-130GB 512KBPS

Our Rights

- Where you are in breach of this Fair Use Policy, SERVICE PROVIDER may contact you to discuss changing your usage so that it conforms to this Fair Use Policy.
- We reserve the right to vary the terms of the Fair Use Policy from time to time without prior notice or intimation.
- If, post reaching the levels of usage mentioned against your tariff plan in the FUP policy, Your excessive or unreasonable use continues, SERVICE PROVIDER may, without further notice to you.
- Suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; and/or
- Terminate your agreement in accordance with the relevant Part Terms & Conditions of the Standard Form of Agreement.