

TERMS AND CONDITIONS FOR THE PROVISION OF TELECOMMUNICATION SERVICES via LTE BY SRI LANKA TELECOM PLC

03 Exclusion of liability

Sri Lanka Telecom PLC (hereinafter called "SLT") shall provide the Service and the Customer shall obtain and continue to use the same subject to the "Terms and Conditions" stated herein as amended from time to time and regulations made under relevant legislation and Sri Lanka Telecom web site (ww.slt.lk) (hereinafter referred to as "Website")

The following terms and conditions serve as guidelines on the conduct of the Customer. More Descriptive/additional informations are published in the SLT website. It is the responsibility of the Customer to carefully read & understand Terms and Conditions set forth in this document and in the SLT website.

The customer further acknowledges the Website may be modified from time to time without notice to the Customer, but the Customer agrees to update him/her/itself and be bound by the Terms and Conditions published in the Website as long as the Customer continues to use the Service. The Customer shall immediately notify, SLT to disconnect the Service in the event the Customer is not agreeable to the Terms and Conditions so modified.

1.0 Provision of service

- 1.1 The Customer may obtain any of the following packages (Hereinafter called and referred to as "service") under this Agreement.
 - 1.1.1 SLT LTE Single Pay - Voice Broadband
 - 1.1.2 SLT LTE Double Play - any two of Voice Broadband
- 1.2 Once a package is selected any change to the selection shall be effected only upon settlement of the outstanding arrears. SLT may charge an additional fee as administrative charges for such migration from the existing to the new package. Any change from existing service to the Service hereunder shall be effected only upon settlement of the outstanding arrears and payment of new connection charges applicable for the new Service.
- 1.3 SLT has the right to revoke any Service(s) provided to Customer in the event of condition / capacity of the connection is identified to be inadequate to provide the requested package, during the provisioning process.
- 1.4 In such event SLT will refund the connection charge collected upon the return of the Equipment by the Customer.

02 Period

- 2.1 This Agreement shall come into force on the date the service is Provided by SLT and shall be valid until terminated by SLT in accordance with Clause No.8 herein or by the Customer as stated below.
- 2.2 Subject to Clause 2.1 above the customer shall not terminate this Agreement for a period of One (01) year unless upon the payment of early termination fee circulated by SLT in accordance with the prevailing rates of SLT for such an early termination together with all outstanding dues.
- 2.3 The customer may request for the termination or a change of selected package after the lapse of the committed period.

- 3.1 SLT will take reasonable endeavors in good faith to ensure that the services are available with minimal service interruptions but does not guarantee that the Service will be uninterrupted or error free.
- 3.2 The Customer is hereby informed that SLT shall not be liable for any loss or damage, whether consequential or otherwise due to total or partial interruption of the Service installation, due to natural disasters, accidents or improper use or negligence by the Customer or any reason beyond the control of SLT.
- 3.3 SLT does not control the information passing through the SLT systems or internet, and use of any information passing through SLT system / networks is at the sole risk of the customer. Neither SLT nor its directors, shareholders, its affiliates, subcontractors or their respective employees should be held liable for any loss, damage or service interruptions which may result from using the Service.
- 3.4 The customer shall indemnify and keep SLT indemnified of any negligence, any willful damage, unauthorized act, unlawful act on the part of the Customer including but not limited to virus or spam downloads and uploads resulting from Customer's actions and /or his / her / its terminal equipment which are beyond the control of SLT.
- 3.5 SLT shall not be liable to the Customer or his / her / its employees, agents or licensees for any indirect, special, consequential or punitive loss / damages / claims resulting from the use or inability to use the Service and suspension / termination thereof or for any loss of business, loss of revenue, loss of data or loss of anticipated savings.
- 3.6 The Customer shall at all times indemnify SLT and keep SLT indemnified against any claim by a third party over any claim for infringement of any intellectual property rights, liable over the inaccuracy of data and data which are offensive on moral religious, racial or political grounds or of an abusive, indecent, obscene or menacing nature published by the Customer of SLT through the use of the Service or any slander and / or defamatory content broadcast /transmitted through the Service.

04. Indemnity

- 4.1 The customer shall not use the Service negligently, fraudulently or misuse the same intentionally and shall ensure that neither his/ her/ its authorized licensees nor the unauthorized personnel shall misuse the Service in a way that would tarnish the corporate image of SLT which shall amount to a material breach of this Agreement, and entitle SLT to claim damages from the Customer. The Customer further agrees to indemnify SLT and hold SLT Indemnified against any third party claim over the breach of this condition. (Descriptive information vide website.)
- 4.2 The customer shall indemnify, and hold SLT harmless in respect of any actions, claims, damages and /or losses arising as a result of suspension /disconnection of the Service and / or termination of this agreement and/or any infringement of intellectual property rights, and /or any liable, slander or defamatory content, or any act, commissions or negligence of the Customer, his/her/its

servants, employees, authorized representatives or agents.

an event the Customer shall not be liable for the early termination free under Clause 2.2

05. Customer's Responsibilities

- 5.1 Customer shall divulge full and correct information pertaining to the Service and packages given by SLT under this Agreement.
- 5.2 The Customer shall settle the Fees and Charges morefully stated under Clause 10 herein.
- 5.3 The Customer shall be responsible for the Equipment at the Customer's premises as more fully stated under Clause 10 herein.
- 5.4 The Customer shall not, without the written consent of SLT assign, let, sublet, resell or otherwise dispose of the service herein. This Service is for recreational, individual use only and may not be used for shared us for resale, commercial use etc.
- 5.5 Customer is not authorized to use the Service provided hereunder for any activity which violate a Law / Regulation / Rule / Oder issued by the Government / Parliament /Regulatory Bodies / Legal Body or a Court of Low or for any illegal, immoral or improper purposes. If the Customer allows the Equipment to be put into such use SLT may withdraw the connection, disconnect the Service and may remove the Equipment provided to the Customer. The customer shall have no claim for damages or any other claim in consequence of a withdrawal or disconnection of the Service or any Equipment.
- 5.6 The customer shall answer the questions addressed by or on behalf of SLT to the Customer, with regard to the use of the Equipment supplied by SLT. The Customer shall have no claims against SLT whatsoever in consequence of the disconnection of the Equipment due to the refusal to answer such questions. SLT shall also not be liable to refund any subscription paid.
- 5.7 The customer shall not make any claim against SLT on account of any damage or injury caused by any high potential current (not emanating from SLT's premises) which may be conveyed to Customer's premises by the Equipment and shall indemnify SLT against any such claim, made by any other person.
- 5.8 The customer shall provide, if required electric power necessary for installation, testing and maintenance of the Equipment, and a suitable supply of electricity provided for the operation of the Equipment without any charge to SLT.
- 5.9 The customer shall grant SLT all facilities in his / her / its power free of charge and obtain necessary consent required for installation of Equipment where necessary and to maintain the Service and shall permit authorized employees of SLT at all reasonable times to have free access to all premises under the Customer's control for all or any of the aforesaid purpose. If permission for access is required from any other person(s) the Customer shall obtain same at the request of SLT. SLT shall not be held responsible for any loss or damage caused to the Customer as a result of SLT's failure to provide the Service due to the unavailability of free access.

06. Request of disconnection by Customer

- 6.1 Subsequent to the provision of the Service, Customer may request to disconnect the Service due to technical defects and failures. SLT shall make its best efforts to rectify technical defects and/ or failures and if the same cannot be rectified as certified by SLT Service shall be disconnected and/ or this Agreement be terminated, however upon full payment of all outstanding Fees and Payment and the return of the Equipment. However, in such

- 6.2 SLT shall not be liable to pay any claims, charges, compensation or refund any Fees and Payments made by the Customer including but not limited to the Service enabling fee, monthly rental, usage charges and / or any other charges, for any disconnection or reconnection effected hereunder.
- 6.3 In the event of termination the Agreement, the Customer shall forthwith, handover to SLT the Equipment in good condition, ordinary wear and tear expected. For this purpose, the Customer shall permit SLT's authorized personnel to have access to the premises of the Customer after notice and the Customer may be entitled for the return of any deposit made to SLT.

07. Disconnection of Service by SLT

- 7.1 SLT reserves the right to suspend or disconnect the service due to any reason attributable to any violation of terms and conditions by the Customer as stipulated herein or otherwise inter alia the violation of provisions published by SLT in its Website, and general law. SLT may reconnect the Service upon payment of reconnection charges and settlement of all outstanding dues by the Customer.
- 7.2 SLT may, at any time disconnect the Service due to service reasons, as a result of which SLT would not be in a position to provide the service.
- 7.3 SLT may suspend or disconnect the Service due to any outstanding payment whether in full or part with regard to any of the service provided by SLT. The above payments shall include the balance payment of all the monthly outstanding rentals the Customer is committed to make during the applicable time period.

08. Termination

- 8.1 SLT may terminate this Agreement due to following reasons. However such termination shall not prevent SLT from recovering arrears from the Customer or his/her/its heirs, executors, administrator successors or assigns.
 - 8.1.1 If any Service Fee, subscription or any additional fees, charges, expenses or damages payable by the Customer shall be in arrears for one month after notice has been issued to the customer
 - 8.1.2 If the Customer shall be adjudicated as insolvent or make any composition or arrangement with the creditors to assign a benefit.
 - 8.1.3 In case of a company, if it shall be wound up or shall have a receiver of assets appointed.
 - 8.1.4 In the event the license issued to SLT by the government Authority / Regulator is withdrawn or not renewed due to any reason.
 - 8.1.5 The failure of the Customer to observe the terms and conditions contained herein.
 - 8.1.6 If SLT is unable at any time to obtain or maintain any licenses way leave permission or easement necessary for construction or maintenance of the telephone installation.
 - 8.1.7 If the customer fails to give an undertaking forthwith, required by SLT to pay certified costs to prevent damages or injurious effects caused to the Service, due to electric lighting or power plant erected by or on behalf of the Customer or due to any other case.

- 8.1.8 If the customer is unable to obtain the necessary consent or permission required for the installation and use of the Equipment,
- 8.2 In the event SLT terminate the Service the Customer shall not be entitled to any payment or compensation
- 8.3 Forthwith such termination, the Customer shall return all the Equipment to SLT with all apparatus thereto in good order and condition. In the event of the Customer fails to so return the Equipment, SLT shall have the right to enter the premises to remove such Equipment.

09. Change of Location

- 9.1 In the event the Customer makes a request to change the location of the existing service installation, SLT shall makes its best endeavors to provide all existing Services at the new location. In the event SLT is prevented from providing existing Service/package/ features at tie new location due to technical restrains, the Customer hereby undertakes to absolve SLT of any liability of the same and as appropriate SLT may enter into a fresh agreement for the provisioning of available Service.

10. Fees and Payments

- 10.1 The Customer undertakes to settle all applicable charges including but not limited to the service enabling fee, usage fee, monthly rental, levies and taxes with regard to the Service on the due date.
- 10.2 At no event the Customer shall be entitled to any refund whatsoever of the monthly rentals and / or Service enabling fee and/or any other payments made in order to obtain the Service, in the event of service interruptions.
- 10.3 The Customer shall pay to SLT on demand all message rates, charges for additional apparatus or extension lines, other fees and charges which shall be levied by SLT in respect of the Service. All such fees and charges shall be paid on demand to SLT, within the period specified on such bill notice, as the fees due date or within fourteen (14) days of receipt of the bill.
- 10.4 The customer shall pay on demand to SLT the certified costs of repairing, renewing, or replacing in stock any parts of the Service on the Customer's premises which may be stolen lost or which may be destroyed by fire or other cause.
- 10.5 In the event SLT fails to provide the Service, initially due to any technical reason or subsequently of the Customer experience any technical defect and / or failure continuously and upon being duly informed by the Customer of such defect and/ or failure and SLT is confidence that such technical defect and / or failure cannot be rectified, SLT shall then refund the service enabling fee to the Customer. In such an event this Agreement shall stand terminated. 4 In case of a dispute in connection with provisioning of the Service between the Customer and the occupants of the adjoining premises, or land lords, SLT may at its sole discretion terminate this Agreement and the Customer shall not hold SLT liable for such termination or for the delay or failure to complete the Service provisioning.

11. Variations

- 11.1 The amount payable in respect of the Service provided by SLT shall be subject to tariff revision from time to time
- 11.2 The term and conditions set forth herein may change from time to time as a result of any changes made under Sri Lanka Telecommunication Act No.25 of 1991 or under any other Law or Regulations or Rules made by Sri Lanka Telecom PLC.
- 11.3 The service enabling fee and monthly rental and any of the applicable payments in respect of the service shall be subject to

tariff revisions and the terms and the conditions set forth herein may change from time to time.

- 11.4 The service enabling fee will be applicable only in respect of a standard connection and may vary according to any additional work required.
- 11.5 SLT may relocate the Service installation at the request of the Customer, subject to technical feasibility, upon payment of the standard relocation charges by the Customer.

12. Rights of SLT

- 12.1 In case of the death of the Customer or vacation of premises by the Customer or in the event of a dispute, SLT reserve the right to disconnect the telephone service. Such disconnection however shall not affect Customer's liability to SLT. In the event of the death of the Customer may it be an individual or a Sole Proprietorship, his / her heirs executors administrators shall take over the liabilities of the Customer in respect of the service provided hereunder and may it be a Partnership, the remaining partners and the heirs, executors and administrators of the deceased partner shall be jointly and severally liable in respect of the services provided hereunder. In the event of the Customer being a wound up Company, the successors and permitted assigns shall take over the Liability.

13. Notices

Notice shall be sent to the Customer by post to the address given in the application form. In case of a change of address the Customer undertakes to inform SLT one month prior to such change. SLT shall not be liable for any notice or invoice or other correspondence not being received by the Customer due to a change of address not being informed as provide herein.

14. Equipment

- 14.1 The Customer shall be provided with LTE Customer Premise Equipment (Equipment) including but not limited to Telephone instruments, LTE router/modern, Set Top Box, as required for the provision of Services. The ownership of such Equipment shall be with SLT at all times and in the event of Termination of this Agreement the Customer shall forthwith return such Equipment to SLT.
- 14.2 SLT shall not be held responsible for negligence, any willful damage, unauthorized act on the part of the Customer in respect of the Service and/or Equipment which are beyond the control of SLT and in the case of such damage being caused or loss of SLT owned Equipment, the Customer shall on demand, within a period of 30 days from such demand, pay damages and /or any other payment determined in respect of the damage at the sole discretion of SLT.
- 14.3 The Customer shall not damage, attach, alter remove, sell or transfer any Equipment of SLT or place another apparatus with electrical connections therewith, or obliterate any marks, words, numbers or permit any other person to carry out any of the above act without the prior written approval of SLT and the Customer shall on demand, within a period of 30 days from such demand, make good the loss to SLT by payment of certified costs and damage caused to SLT.
- 14.4 However in the event of SLT holding any monies of the Customer, SLT shall be entitled to deduct the cost of the damage or loss under clauses 14.2 and 14.3 from any such money and refund the balance.
- 14.5 Forthwith Service termination Customer shall return the Equipment as stated under Clause 8.3 herein.

15. Assignment

- 15.1 The Customer shall not assign, re-sell or trade whole or part of the rights and/or obligations set forth under the terms and conditions herein to any third party without the prior written consent of SLT.
- 15.2 SLT may assign full or part of the rights and obligations set forth under terms and conditions herein to any third party at its discretion.

16. LTE Services

A. Voice

IDD Facility: The Customer who is provided with IDD facility may obtain the secret code and follow instructions given by SLT in connection with the use of the secret code depending on the availability of the secret code facility. In the event of a secret code is not obtained or the secret code has not been used properly, Customer is solely responsible for all the calls originated through his /her/ its number. SLT shall not be responsible for any loss or damage suffered by the Customer due to the failure on the part of the Customer to follow instructions given by SLT in this regard.

B. Broadband Service (Further to clause No. 05 of the Application Form)

- Unauthorized Access: Any attempt on the part of the Customer to access or modify unauthorized computer system, information or to interfere with normal system operations, which might result in causing a denial of Service to other users, whether successful or not, or to gain access to any account, not belonging to that Customer (spoofing), including but not limited to "hacking"- on SLT's Equipment or of any computer system or network accessed via SLT's communication service – will result in the immediate suspension of the Service. (Descriptive information vide Website).
- Fair Usage (Applicable only for internet Unlimited Broadband Packages users): Customer acknowledges that SLT wishes to ensure that the SLT broadband service is fast & available for Customers at all times as described in the Website Thus the Customer with internet unlimited broadband package shall use the Service in a fair manner by the other SLT Customers.
- Security: Customer shall not divulge his / her / its user name or should not act in such a way that may reveal such information to any third party whom shall not be held responsible in the case of any breach of terms as set forth herein. The Customer is responsible for taking all reasonable steps necessary to secure his/her/its computer resources so that only authorized users can access such resources. Customer shall be solely responsible for any breach of this Agreement by such authorized and /or unauthorized Third parties.
- Value Added Services (VAS) : The customer acknowledges the static IP address provided hereunder as a value addition to the Customers who select Web Pro /Web Master Packages upon a payment of rental, shall always remain the property of SLT.
- On line Conduct: Any action by a Customer which, in SLT's sole opinion, restricts, or inhibits other clients from using and enjoying the services offered by SLT is strictly prohibited. This includes inter alia the use of offensive language: committing or discussing with the intention to commit, illegal activities, publication, transmission reception, data exchange, mail posting, news posting, news reading or any other form of

transfer of data, material, information or software in violation of any law. such violation are prohibited and shall be construed as a material breach of this Agreement. Therefore, the customer shall not use the internet service to send unsolicited bulk and/or commercial messages, otherwise known as "spamming", over the internet. The customer specially agrees not to upload, post or reproduce, in any manner whatsoever, any materials protected under copyright without the permission of the copyright owner. In general, any act committed by the Customer in violation of intellectual Property Rights of a Third Party shall be construed as a material breach. (Descriptive information vide Website)