

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

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 ([www.slt.lk](http://www.slt.lk)).

The following terms and conditions serve as guidelines regarding appropriate and inappropriate conduct. Hence it is by no means exhaustive and should not be interpreted as such. More Descriptive / additional informations are published in the SLT web site. It is the responsibility of the Customer to carefully read & understand Terms and Conditions set forth in this document and in the SLT web site.

The customer further acknowledges the web site (here in after referred to as the "vide 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 and Customer's continuous usage of the service is construed as customer's concurrence to such modified terms and 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.

## 01. Provision of service

1.1 The Customer may subscribe to any of the following packages (herein after called and referred to as service") under this agreement.

- a. Double Play (Voice with Broadband)
- b. Double Play (Voice with Peo TV)
- c. Triple play (Voice with Broadband & Peo TV)

1.2 The migration from the existing package to the selected Package shall be effected only upon settlement of the outstanding arrears. SLT may charge an additional fee as administrative charges for such migration.

1.3 SLT has the right to revoke the Broadband and /or Peo TV Service(s) provided to customer who have selected SMARTLINE Double Play or SMARTLINE Triple Play, if the condition /capacity of the Telephone line is identified to be inadequate to provide the requested package, during the provisioning process.

## 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 customer as stated below.

2.2 Customer shall not terminate this agreement during the one year committed period. However, the customer may request to terminate the agreement upon payment of early termination fee as calculated by SLT in accordance with the prevailing rates of SLT for such an early termination, and payment of 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.

## 03 Exclusion of liability

3.1 SLT will take reasonable endeavors in good faith to ensure that its services are available as much as possible 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 telephone 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 contractors, its affiliates 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.

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 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 intentionally misuse the service and shall ensure that neither his authorized licensees nor the unauthorized personnel shall misuse the same in a way tarnishing 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 or any infringement of intellectual property rights, liable, slander and / or defamatory content, or any act, commissions or negligence of the Customer, his/her/its servants, employees, authorized representatives or Agents employees, authorized representatives or agents.

## **05. Customer's Responsibilities**

Customer shall give full and correct information pertaining to the service and select packages given by SLT under this Agreement after studying the details of the package.

5.1 The customer shall settle the service charges in accordance with Clause No. 10 herein.

5.2 The customer shall be responsible for the equipment at the Customer's premises as morefully stated under Clause No.14 herein.

5.3 The customer shall not, without the written consent of SLT assign let, under let, resell or otherwise, dispose of the service herein. The customer shall not be entitled to carry on the business of collecting, receiving or delivering messages or other communication transmitted by the telephone installation or any business of a like nature. This service is for recreational, individual use only and may not be used for shared use for resale, commercial use etc.

5.4 Customer is not authorized to use the service provided here under for any activity which violate a Law / Regulation / Rule / Oder used 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 customer premises Equipment (CPE) to be put into such use SLT may withdraw the connection and may remove the installation allotted to the customer. The customer shall have no claim for damages or any other claim in consequence of a withdrawal or removal of the telephone installation.

5.5 The customer shall answer the questions addressed by or on behalf of SLT to the Customer, with regard to the use of the CPE installation supplied by SLT. The customer shall have no claims against SLT whatsoever in consequence of the disconnection of the CPE installation due to the refusal to answer such questions. SLT shall also not be liable to refund any subscription paid.

5.6 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 CPE installation and shall indemnify SLT against any such claim, made by any other person.

5.7 The customer shall provide, if required electric power, Necessary for installation, testing and maintaining the equipment and a suitable supply of electricity provided for the operation of the equipment without any charge to SLT.

5.8 The customer shall grant SLT all facilities in his / her / its power free of charge and obtain necessary consent required for erection of poles and wires where necessary and to inspect and maintain the telephone installation , 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 the failure by SLT to perform any obligation herein due to the unavailability of free access.

## **6. Disconnection by Customer**

6.1 After the lapse of the committed period the customer may make a written request to SLT for a temporary disconnection of the service offered under a package for a period not exceeding 3 months. In such an event SLT shall have the option to keep the telephone line disconnected for such period upon levying of an additional amount which shall be amended from time to time by SLT, in addition to the normal rental for such disconnected period.

6.2 In the event the telephone line is disconnected the other features will be automatically suspended/terminated.

6.3 SLT shall makes its best effort to rectify technical defect and /or failure and if the same cannot be rectified SLT shall certify that such technical defect and/or failure cannot be rectified and the service shall be terminated however upon full payment of all outstanding fees and amounts including but not limited to Monthly Rentals and / or usage charges by the Customer.

6.4 SLT shall not be liable to pay any compensation claims, charges, or refund any payments made by the customer including the Service Enabling fee, Monthly Rental, usage charges and / or any other charges, for any disconnection effected hereunder.

6.5 In the event of termination the customer shall, forthwith, handover to SLT the CPE in good condition, ordinary wear and tear expected. For this purpose, the customer shall permits SLT's authorized personnel to have access to the premises of the Customer where CPEs are installed after notice. The Customer may be entitled for the return of any deposit made to SLT for the CPEs.

6.6 In case of a dispute in connection with the telephone installation between the customer and the occupants of the adjoining premises, or land lords, the customer shall not hold SLT liable for the delay or failure to complete the telephone installation.

## **07. Disconnection by SLT**

7.1 SLT reserves the right to suspend any user account 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, due to service reasons disconnect the telephone installation from the telephone exchange with which it is connected at any time and reconnect it with any other exchange in the area, and may at any time, alter the telephone number allotted to the Customer or the name and numbers of the exchange with which the customer is connected.

7.3 Any outstanding payment whether in full or part with regard to any of the service provided by SLT, shall lead to suspension and/or termination of all 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**

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, administrators successors or assigns

8.1 If any 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.

8.2 If the Customer shall be adjudicated as insolvent or Make any composition or arrangement with the creditors to assign a benefit.

8.3 In case of a company, if it shall be wound up or shall have a receiver of assets appointed.

8.4 In the event the license issued to SLT by the government Authority / Regulator is withdrawn or not renewed due to any reason.

8.5 If the telephone installation is disconnected and the period of disconnection exceeds a continuous period of four months.

8.6 The failure of the Customer to observe the terms and conditions contained herein.

8.7 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.

8.8 If the customer fails to give an undertaking forthwith, required by SLT to pay certified costs of alternation etc.to the telephone installation to prevent damages or injurious effects caused to the telephone installation, due to electric lighting or power plant erected by or on behalf of the Customer or due to other case.

8.9 If the customer is unable to obtain the necessary consent or permission required for the installation and use of the equipment. SLT may be notice terminate the telephone facility or facilities and the Customer shall not be entitled to any payment or compensation

## **09. Change of Location**

### **9.1 Alteration**

9.1.1 At the request of the Customer and if it is feasible SLT may make any alteration in the telephone installation, its fixtures and accessories including the line of wires if applicable so far as they are within the boundaries of the premises in which the telephone installation is fitted, or remove the telephone installation to another position within the same curtilage. The charges applicable to such an alteration or removal shall be paid by the Customer on demand to SLT.

9.1.2 SLT may also at any time without request by Customer, after prior notice and free of expense to the Customer make any alteration in the telephone installation, if SLT considers such alteration is desirable in the interest of the Customer or the Public.

9.1.3 SLT shall not be held responsible for any loss caused to the customer in effecting such an alteration and the Customer shall not be entitled to a rebate of subscription in consequence of a partial or total interruption of the Service pursuant an alteration.

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

## **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 entitle 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 due to reasons which could not be attributable to SLT including but not limited to force majeure situations.

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 calls originated from the installation or any collect calls received on such telephone installation, in respect of the facilities provided and services rendered by SLT at the request of the Customer. 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 confident 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.

## 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 and the terms 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.

11.2 The service enabling fee and monthly rental and any of the applicable payments in respect of the service shall be subject to revisions and the terms and the conditions set forth herein may change from time to time.

11.3 The service enabling fee will be applicable only in respect of a standard connection and may vary according to any additional work required.

11.4 SLT may relocate the service installation at its sole discretion, or at the request of the customer, subject to technical feasibility. If relocation of service is carried out on Customer request standard relocation charges are applicable.

## 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 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 other correspondence not received by the Customer due to a change of address not being informed as provide here in.

## 14. Equipment

14.1 The customer shall be provided with equipment Including but not limited to Telephone instruments, Set Top Box, Home Gateway as required for the provision of services. The ownership of such original equipment shall be with SLT at all times and in the event of Termination of this Agreement the Customer shall return such original equipments to SLT.

14.2 In the event the customer select the SMARTLINE Double Play package with Broadband, The customer may opt to either obtain the modem or router offered by SLT or purchase the same from the SLT Regional Telecom Offices, Teleshops or open market. SLT shall assist customer through 24 hours internet help desk which can be accessed on dialing toll free number 1212 from any SLT line. (SLT can arrange a technical officer to visit Customer premises, if it is necessary to offer on-site assistance during investigation of a particular case.)

14.3 SLT shall not be held responsible for negligence, any willful damage, unauthorized act on the part of the Customer in respect of the service an /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 pay damages and /or any other payment determined in respect of the damage at the sole discretion of SLT.

14.4 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 acts without the prior written approval of SLT and the Customer shall on demand make good the loss to SLT by payment of certified costs and damage caused to SLT.

14.5 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 14.3 and 14.4 from any such money and refund the balance.

## 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. Telephone 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. If a secret code is not obtained an in the event 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 any attempt 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 through SLT’s Service shall result in the immediate suspension of the Service. Further, the Customer or any other person authorized under the Customer, shall not carry out any unethical or illegal scanning of the SLT network through the Service provided hereunder. 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 gain access to 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 a rental shall always be the property of SLT.

On line Conduct : Any action by a customer which, in SLT’s sole opinion, restricts or inhibits other client from using and enjoying the services offered by SLT is strictly prohibited. This includes but not limited to the use to the vulgar 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 is prohibited and shall be construed as a material breach of this Agreement. Therefore, the customer shall not use the internet service to sent 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 constitute a material breach. Descriptive information vide Website.

**C. PEOTV Service (Further to Clause No. 07 of the Application form)**

Content and Features of the Service

- a) SLT reserves the right to change the channels and / or Content in any package offered including but not limited to any other features offered under the Service with or a without notice to the customer . SLT also reserves the right to enhance, add, downgrade and / or delete any features in the Service at its sole discretion.
- b) The customer understands that the service provided herein is a pay television service and the content can be subjected to Parental Control which is special feature in the Electronic Programme Guide (EPG). The customer shall be fully responsible in operating the said special feature in respect of the Content being broadcast.
- c) SLT reserves the right to charge for any extra Content ordered through the EPG.
- d) The customer agrees that the channels selected on a-la-carte basis will be applicable for a minimum period of one (01) month for billing purposes.
- e) The content provided herein are protected under copyright laws and the Customer shall not cause or allow its servants, against, employees and/ or representatives to copy or duplicate or re - broadcast such Content being broadcast through the Service and the Customer shall be held liable for any act of such unauthorized copying or duplication or re-broadcasting