

**SPECTRANET BROADBAND ACCESS SERVICES
TERMS AND CONDITIONS**

1. DEFINITIONS

'Access'- Means the Number of days, hours, bandwidth, volume that a customer shall be entitled to use the Services as determined by Subscription Charges paid.

'Access Device (IMEI)'- Means any such device (dongles, indoor CPE, outdoor CPE, Microwave etc) prescribed by SPECTRANET as the medium through which LTE 4G Services are provided to the customer.

'Activation' – Means the enabling of devices so that it operates on the SPECTRANET network for the provision of LTE 4G Service to the customer.

'Agreement'- Means Terms shared with the Customer vide Customer Application Form, Tariff Plan, SPECTRANET website, or any other source which are read, understood and agreed by the Customer and as applicable from time to time.

'Channel Partner'- Means an entity, whether an individual, firm, company, association of persons or any other type, whether on rolls or otherwise, which represents SPECTRANET in a designated Location and adds value by marketing, installing, maintaining Service(s) and all other allied activities that SPECTRANET may assign from time to time.

'Coverage Area'- Means those areas where LTE 4G Services are accessible within SPECTRANET network.

'CPE' - Means Customer Premises Equipment, including the Access Device (IMEI) / Modem / Router / other equipment/s installed at Customer Premises by SPECTRANET

'Customer'- Means any person who has agreed to avail under these terms and conditions, LTE 4G Services from SPECTRANET and to pay all the applicable Access Device Charges and Subscription Charges for the Services provided to Customer and includes any person which SPECTRANET reasonably believes is acting under the authority and knowledge of Customer as their authorized signatory.

'Day'- Means 24 hours commencing from 00:00:00 and ending with 23:59:59 and includes a part of the day.

'Download' - Means viewing/ copying/ receiving any data from the internet down to CPE/ PC/ Device with the help of Service/s.

'Grace Period' –Means the period after expiry of payment due date or charges value in account for the Customer to make payments or recharge.

'Hour'- Means one of the 24 equal parts of a day equal to 60 minutes.

'International Mobile Subscriber Identity (IMSI)':is used to identify the user of a network and is a unique identification associated with any network that interconnects with other networks.

'Internet' - Means a global information system that is logically linked together by a globally unique address, and is able to support communications using the Transmission Control Protocol/ Internet Protocol (TCP/IP) or subsequent enhancements/gradations.

'Internet Telephony' – Means a service to process and carry voice signals offered through public Internet by the use of Personal Computers (PC) or IP based Customer Premises Equipment (CPE) connecting PC to PC; PC/ Device/ Adapter conforming to standard of any international agencies like ITU or IETF etc connected to similar device/ Adapter.

'Month' - Means calendar month commencing from 1st of every month till the end of that month and includes a part of the month. Based on the subscription opted, period of 28/29/30/31 days from the date of subscription payments shall also mean 'Month'

'Mobile Subscriber Integrated Services Digital Network-Number (MSISDN)':is a number uniquely identifying a subscription in voice telephony network.

'Peak hours'- Means a period of day between 09am to 07pm on week days and 07am to mid night on week-ends and holidays.

'Pre-paid' – Means a method of payment where customer prepays for a set amount of Subscription Charges in advance of actual usage, usually on a real-time basis.

'Postpaid'- Means a method of payment where customer pays for Service/s and usage in arrears, subsequent to using the services.

'Subscriber Identity Module (SIM)' – is an integrated circuit that securely stores the international mobile subscriber identity (IMSI) and related key used to identify and authenticate subscribers on LTE 4G devices.

'Subscription Charges' - Refers to charges payable depending on the type of service plan requested by Customer.

'Service Cycle' – Means the time-based cycle of service package/ plan, for example, monthly, weekly, daily, hourly etc as defined by the chosen Service Plan from SPECTRANET.

'Service/s'- Means all types of Internet access/content services, Value Added Services (VAS), Internet Telephony, Wireless Fidelity (WiFi), Audio/Video conference, Microwave Access and all such associated broadband and Voice Over Internet Protocol access provided by SPECTRANET on LTE 4G network.

'Service Packages/ Service Plans'- Means any one of the service packages or plans introduced by SPECTRANET from time to time and to which the Customer has opted for at the time of signing this Agreement, and which which may be modified by SPECTRANET.

'Network'- Means the telecommunications system and equipments using which LTE4G services shall be made available by SPECTRANET.

'Non-Critical Traffic'- Means any activity which requires download of large files usually in the forms of movies, songs, and or softwares using Point-To-Point protocols and does not include 'Time-Critical' activities like surfing, streaming or internet telephony.

'Unlimited Access'- Means access to the internet using SPECTRANET Service/s any time during the Day and as specified on the Service package information, and does not mean unlimited download bandwidth.

'Usage Location'- Means the address shared with SPECTRANET or its Channel partners at the time of subscription, where Services are planned to be used.

'Validity Period'- Means the number of days access to Services shall be granted or provided by SPECTRANET based on the definition of Service package or Service cycle.

'Week'- Means a seven-day calendar period especially one starting with Monday and continuing through Sunday.

'Wi-Fi'- Means Wireless Fidelity or Wireless Internet which helps one connect to internet without the need for any wires or cabling.

2. ACTIVATION/ UPGRADE OF SERVICES

- 2.1 The Customer undertakes to provide true, accurate, current and complete information as prompted by any registration form, and to notify Spectranet of any changes.
- 2.2 Services shall be activated upon completion of following:
 - 2.2.1 Customer application form duly signed along with address under 'Usage Location'
 - 2.2.2 Availability of required supporting documents (legible and valid) for identification
 - 2.2.3 Payment (realised by SPECTRANET) for the requested Services and/or Access Device (IMEI)
 - 2.2.4 Verification & re-validation of supporting documents, internally or through an external agency
- 2.3 The Customer warrants and represents that he/she is the sole and beneficial owner of and has the absolute right, title and interest in the Device (IMEI) and/or Accessory identified in the Application Form and that no other person has any interest in any of the equipment.
- 2.4 To the customer undertakes to indemnify Spectranet in full against all direct and indirect losses, damages, claims, demands, proceedings, costs and charges whatsoever arising from your breach of this Section 2.3 above and this Section 2.3 shall survive the termination of this agreement.
- 2.5 Unless otherwise advised by SPECTRANET, Customer is at liberty to use Services offered by SPECTRANET by purchasing a recharge voucher or suitable products available from time to time from SPECTRANET or from Spectranet's Channel Partners. The payment of monthly service shall entitle a customer access to the Services within the designated Coverage Area of SPECTRANET.
- 2.6 A customer shall only subscribe to one selected Service package per SIM / MSISDN / Access Device (IMEI) at a time and shall only change to another Service plan after expiry of the current Service Cycle. Balance usage amount, periods or plans are not transferable and cannot be carried over to a subsequent period, for example, any unused amount, data cap cannot be transferred to the New Service Cycle. This shall also apply in case a customer opts for change of service package or plan during the tenure of an existing service package or plan. Any balance available in the account doesn't qualify or makes the Customer eligible for access on expiry of the validity period. The grant of any migration of Service Package as may be requested by the Customer will be at the sole discretion of SPECTRANET and subject to payment of such charges as may be determined from time to time depending on prevailing circumstances.
- 2.7 SPECTRANET's LTE4G Service is not available in all parts of Nigeria or in every city in Nigeria and may be restricted to certain areas within those cities where service is available. This Agreement is being concluded on the premise that the Customer has tested the coverage at the 'Usage Location' and is satisfied with the level of Services available.
- 2.8 SPECTRANET may use contact information provided by the customer, including alternate email id, fixed or mobile phone number, to contact customer for sharing information on the service (including new services);

any offers / benefits that SPECTRANET or its partners may have on the service; seek feedback on the Service(s).

- 2.9 All communications with the Customer including but not limited to bills and invoices (depending on Customer's eligibility as per the agreement); service related notifications; product offerings; security communications, etc., shall be sent to the primary email ID and or email ID provided by SPECTRANET and shall be treated as sufficient proof of dispatch/ delivery and receipt at Customer's end. Monthly invoices of preceding months (maximum of 11 months) shall be available online for download at <http://care.spectranet.com.ng>. SPECTRANET does not warrant that the old invoices shall be available in case of any changes including but not limited to Service package, ownership are opted by the Customer in which case the existing account may be terminated and a fresh account created.
- 2.10 SPECTRANET shall provide customer with a dynamic Internet Protocol (IP) address and may change same without giving Notice to Customer.
- 2.11 The Customer may only use the SIM with Devices that have been approved by Spectranet for use on spectranet network and shall comply with all relevant legislation or regulations relating to such use
- 2.12 If the customer use the SIM with any device and/or accessory that has not been approved by Spectranet,
- 2.12.1 The Customer may not be allowed to utilize all or any of Spectranet's services and
- 2.12.2 The Customer undertakes to accept the limitations of such device and/or accessory in accessing any of our services, for which we shall not be held responsible in any respect.
- 2.12.3 Furthermore, the customer must ensure that such use will not cause any damage or disruption to Spectranet Network and/or in any way affect the use of Spectranet Services or our other customers of Spectranet.

3. BILLS AND PAYMENTS

- 3.1 SPECTRANET LTE4G Service is available as a postpaid or prepaid option on a variable Service Cycle. The Services can be accessed, credited and/or modified through recharge voucher available at a SPECTRANET outlet, walk-in centre, Channel partners or at the SPECTRANET web self-care portal. The Customer may be asked to register for the web self-care portal at the time of registration.
- 3.2 The Customer shall be bound to fulfil all obligations related to the Service Plan selected and shall be responsible for all charges (including any state or federal taxes and charges) associated with account regardless of whether the Customer or anybody else (with or without your permission) utilises those charges, billed to the Customer on a real-time basis or later in case the system was under maintenance during the period of use. The Customer shall ensure manual disconnection of SIM / MSISDN / Access Device (IMEI) from Services to ensure billing for usage is stopped. During any time of reduction in account balance or suspension of account, the Customer will remain liable for the payment of original level of Subscription Charges, to continue subscription of the Services. SPECTRANET will not refund any amount prepaid for the Service, in case subscription is discontinued prior to expiry of the Service Cycle.
- 3.3 The Customer can make payments to Service account by recharge vouchers or internet banking or direct payment through any of our nominated banks or by local/ direct debit/ pay-at-par cheques (only for postpaid customers). To prevent suspension of Services, recharge vouchers are recommended for renewal. Any payments via cheque should be made at least 72 work hours before the Services expiry date, to ensure SPECTRANET earns the payment value before due date for expiry of Services.
- 3.4 The facility of direct debit or cheque payment shall be withdrawn at the discretion of SPECTRANET in case of up to 3 reoccurrences of default in a period of 12 months. Notwithstanding the above, customer shall pay the requisite compensation charges, as applicable from time to time per direct debit or cheque not honoured by Customer's bank and SPECTRANET reserves the right to proceed against the Customer legally as it deems fit.
- 3.5 Non receipt of monthly bill shall not be a ground for non-payment of the monthly charges and SPECTRANET reserves the right to enforce the terms for such default which may lead to non-extension or suspension of Services. Irrespective to the payment against bills/ invoices sent to Customer, Service/s shall automatically get disconnected on expiry of the validity period or the Service package value whichever is earlier.
- 3.6 If the Customer does not apply for reconnection within stipulated period of 60 days (grace period) from the due date of payment or recharge, SPECTRANET reserves the right to permanently terminate the Account/ Service at the expiry of said stipulated period (grace period). Reconnection of Reactivation of services during

the grace period shall be subject to clearance of all outstanding (including any reconnection charges) as stipulated by SPECTRANET from time to time, at the discretion of SPECTRANET.

- 3.7 In case of any disputes/ claims on the bills/ invoices raised by SPECTRANET, the onus lies on the customer to prove the same with documentary evidence. Irrespective to the conclusion of the dispute, the Customer shall pay amount outstanding against the bill/ invoice and raise a claim separately to prove its contention. After necessary examination and scrutiny, if the customer is proved right, SPECTRANET shall credit the Customer's account to that extent without changing the validity of the Service package/ Service cycle/ account.
- 3.8 SPECTRANET shall utilise all legitimate channels available to pursue recovery of any outstanding debt on part of the Customer. Such channels may include reminder letters to billing addresses, mails to email IDs, phone calls/ text messages to phone numbers (mobile or fixed) or through other channels as available on our records. During the course of such follow ups, Services may be disconnected until recovery is completed.

4. STANDARD WARRANTY CONDITIONS

- 4.1 It is specified that the Access Device(IMEI) as supplied bySPECTRANET from original equipment manufacturer is free from defects and in working condition. Customer shall check performance of the Access device (IMEI) at the time of collection to ensure status. Customer shall notify SPECTRANET of defect during the first six (6) months of Warranty period starting from the date of sale of Access device (IMEI) (excluding any accessories) as per SPECTRANET invoice. SPECTRANET shall at its discretion either repair the defective Access Device (IMEI) with new component or replace the Access Device entirely.
- 4.2 SPECTRANET's warranty on the Access Device (IMEI) expires if the device is used in a manner other than normal use; is submitted in a fair wear and tear state, damaged by accident or damaged wilfully, is damaged due to failure to follow instructions; device has any traces of contact with any form of liquid or corrosion, is damaged due to electrical fluctuations; is attempted to be repaired or a replacement part fitted to the device by anyone other than SPECTRANET or its authorised service sub-contractor; if Access Device (IMEI) is connected, attached, used or operated with any auxiliary item other than items purchased from or certified compatible by original equipment manufacturer for use with such device; markings or labelling of the device have been altered, obscured, removed or otherwise interfered with by or at the instance of the customer.
- 4.3 While SPECTRANET may deploy reasonable resources available at its disposal to provide a temporary unit during the period of Access Device (IMEI) repair or maintenance, SPECTRANET shall not be held responsible in case a temporary unit is not made available to the Customer. Spectranet is not under obligation to provide a temporary unit and so shall not be held responsible in case a temporary unit is not made available to the customer.

5. FAIR USAGE POLICY

- 5.1 SPECTRANET reserves the right to monitor and control Service usage and/or types of traffic transmitted via the Internet access provisioned as per the Services subscribed by the customer including Unlimited access. SPECTRANET shall limit high-speed bandwidth and network resources, in its endeavour to provide best possible broadband internet experience to all its customers, adopting a Fair Usage Policy (FUP) which establishes a data transfer threshold for each customer. This policy has been devised to control unreasonable and excessive levels of usage causing network congestion and drop in service quality, thus resulting inconvenience to the large set of customers.
- 5.2 FUP is applicable to all tariff plans proposed at the time of this Agreement or introduced in future, as offered by SPECTRANET unless specifically withdrawn or modified at the discretion of SPECTRANET:
- 5.2.1 Despite the above, if the customer is found intentionally violating FUP, continuing his Service with unreasonable levels of use without migrating to another Service package, SPECTRANET reserves the right to migrate to a relevant Service package, suspend or terminate the customer's account immediately without prior information and prejudice to other rights available under terms and conditions of this Agreement.
- 5.2.2 SPECTRANET reserves the right to apply speed restrictions to all Non-critical traffic during peak hours. Such restrictions shall be managed daily depending on the demands on the network.

6. ACCEPTABLE USE POLICY

- 6.1 Customer shall not misuse SPECTRANET services, including but not limited to: dishonestly obtaining the Services; or possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; or using services to send or spread information, using messages or mails or any other medium, that are obsolete, threatening or otherwise contrary to applicable laws or regulation. The Customer shall

ensure that the network is not used for any illegal and or antinational activity. The Service shall not be used in any manner that may endanger or make vulnerable any network infrastructure. Violation of any of these terms and or any acts such as break-ins or attempted break-ins of networks will be regarded as anti-national acts and shall attract penal action by the concerned authorities, including but not limited to disconnection by SPECTRANET.

- 6.2** SPECTRANET strictly prohibits the use of its Services to generate spam or other forms of abuse either for business or for. . These include, but are not limited to: Threats and/or Harassment, Privacy Issues, redistribution of Services (ftp, www, etc.), Copyright and Trademark Issues, Hacking, Port Scanning, Spreading Virus, Denial of Service Attacks, Password Cracking and unauthorized Access, Credit Card fraud, Publication and Transmission of Pornography, Product/ Service Fraud, Financial Solicitation, Make Money Fast Chain letters, General Fraud or Theft, Other Illegal Activities etc.
- 6.3** The Customer shall not send unsolicited messages and shall not send messages (spamming) to SPECTRANET or anyone else in a language that is prohibitive, defamatory, vulgar, iterative, or otherwise. The Customer shall not resort to hacking or destroying the Internet sites including the websites of SPECTRANET. The Customer shall not object to any steps taken by SPECTRANET to prevent sending or receiving spam mails through the service. The Customer shall ensure that objectionable or obscene messages or communications inconsistent with the established laws of Nigeria are not made, created, downloaded, modified, transmitted or retransmitted by the Customer or any other person using the Customer's ID and password or Service/s or Access Device (IMEI).
- 6.4** SPECTRANET reserves the right to disconnect Service(s) and the account permanently without prejudice to any other action under the laws of the country, if the Customer violates any of these conditions.

7. TERMS OF USE

- 7.1** Customer agrees to follow any reasonable instructions that Spectranet may give relating to use of the service, any provisioning or maintenance of the services, equipment or facilities, and to allow us access to your premises, equipment or facilities, if required. The Customer undertakes to get any permission required from third party, if spectranet has cause to use the third party's property to install Spectranet equipment on any premises, to facilitate Services to the Customer. SPECTRANET shall not be liable to bear any costs or obtain permissions or approvals of any third party to this Agreement.
- 7.2** Customer agrees that static IP address shall be issued at the discretion of SPECTRANET and subject to availability, Static IP address will be re-assigned to SPECTRANET or to another SPECTRANET customer if internet Service for the Customer is disconnected or terminated for any reason. Customer shall absolve SPECTRANET from any claims, liabilities or responsibilities arising out of any misuse of services provided by SPECTRANET.
- 7.3** Customer shall not be eligible for restoration or extension of Service on pro-rated basis or otherwise, against any partial payments even though the same have been realised by SPECTRANET.
- 7.4** SPECTRANET shall conduct verification of credentials submitted by the Customer at the time of application or subsequently, either internally or through a third party appointed by SPECTRANET on its behalf.
- 7.5** SPECTRANET reserves the right to disconnect permanently or temporarily, at its sole discretion, services given to the Customer under this agreement without prior intimation in case any information supplied by the customer is found to be incorrect or false.
- 7.6** SPECTRANET reserves the right to up grade or down grade the Network/ capacity so as to provide desired speed of Service to the Customer, without prior intimation either to the Customer or the Channel partner. However the Customer understands and agrees that SPECTRANET services may be affected by factors including but not limited to type of equipment being used by you, the Internet site/server being visited, network availability, the number of users accessing the internet network in an area/ Location; strength of the signal and equipment distance from the nearest antenna and ecological conditions which shall impact operation at desired speed at all times.
- 7.7** SPECTRANET reserves the right to withdraw, amend, modify or delete account related codes, IDs, email ID, user id, or password/s allocated/ assigned/ shared by SPECTRANET to the Customer, at any time without assigning any reasons thereof.

- 7.8** The Service remains exclusive property of SPECTRANET, and the Customer is authorised to use, only during the sustenance of this Agreement. The Customer's right to use all Services, Applications or Features or Access parameters including but not limited to email ID, user ID, password etc. as set out under the Service, will cease to exist on the day this Agreement expires or is terminated.
- 7.9** SPECTRANET reserves the right to withdraw, amend, modify or delete Service/s, Service packages, Service plans, Schemes, Offers, at any time without giving any reasons thereof.
- 7.10** The Customer assumes total responsibility and risk for use of the Service(s) which is provided on an "AS IS and AVAILABLE" basis without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability of fitness for a particular purpose. Neither SPECTRANET nor its Channel partners make any such express or implied warranties, with regard to any merchandise, information or service provided through the Internet and they shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely the Customer's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services and other information, and the quality and merchantability of all merchandise, provided through the service or in the Internet generally.
- 7.11** The Customer understands further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive to some people. Customer's access to such materials will be at his own risk. SPECTRANET or the Channel partners shall have no control over the same and accepts no responsibility whatsoever for such materials.
- 7.12** The customer agrees that he/ she is fully aware of the Internet Telephony product specifications, features, system requirements and shall make arrangements for the use and operation of Services.
- 7.13** The customer expressly acknowledges that emergency calls are not intended to be carried/ supported by this service and that neither SPECTRANET nor any of its Channel partners nor employees are or will be liable for such calls or its failure to make such emergency calls using the devices or services.
- 7.14** SPECTRANET may provide customer's information (in response to requests from authorised law enforcement agencies or other website administrators) to detect and prevent security incidents, crime and prosecute offenders. In line with the laws of Federal Republic of Nigeria, SPECTRANET may also provide information to protect national security.
- 7.15** The customer shall not use Spectranet Services in a way that risks degradation of service levels to other customers, third parties and/or puts Spectranet system at risk. On reasonable belief that its Services are used in any of the ways, aforementioned, Spectranet shall be entitled to reduce, suspend and/or terminate any or all of its Services without giving prior notice to the customer.

8. CUSTOMER'S OBLIGATIONS

8.1 Acceptance of Terms:

Customer shall be bound by SPECTRANET's terms of services accepted by:

- 8.1.1** Clicking to accept or agree to the Terms, where this option is made available to Customer by SPECTRANET in the user interface for any Service; or
- 8.1.2** By actually using Spectranet Services, the customer is deemed to have understood and agreed that SPECTRANET will treat its use of the Services as acceptance of the Terms and Conditions from the time use is made of Spectranet services.

8.2 System Configuration And Installation of Application:

The Customer shall ensure to understand the configuration of CPE/PC/ Device needed for installing and running the Service package, before its purchase. The Customer shall ensure to meet the minimum system configuration suggested by SPECTRANET; Microsoft Windows XP SP3 or above, 512MB of RAM, WiFi (b/g/n), USB 2.0 or 3.0 interface, 500MB of free space on hard disk and download any applications or programs required for the provision of Service. Customer shall also ensure that its system is equipped with necessary licensed software or applications to screen or block spread of viruses; ensure system security; and regularly review any firewall restrictions in place. SPECTRANET shall not be responsible for any instance where access to Internet to certain websites is restricted on Customer's hardware and it shall be the responsibility of the Customer to get the same rectified from some competent service provider.

8.3 Tampering with Equipment:

The Customer shall not use any equipment or related facilities provided by SPECTRANET for reasons other than those related to normal service, and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorization from SPECTRANET. Customers shall be responsible for any loss of or damage to equipment or facilities that result from actions contrary to the terms and conditions of service.

8.3.1 Modification or attachment of any unauthorized device to Access Device (IMEI) is prohibited without prior written authorization from SPECTRANET

8.3.2 Either copying self or allowing any other person to copy any pre-programmed data of the SIM is prohibited.

8.3.3 No equipment or device that interferes in any way with the normal operation of a telecommunications service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by SPECTRANET that requires special authorization, shall be installed by or on behalf of any Customer.

8.3.4 The Customer must ensure that its Access Device (IMEI) is safe and used properly at all times. SPECTRANET shall not be liable for any loss, injury, claim or damage to any person or property arising out of the use/ misuse of the Access Device (IMEI).

8.3.5 The customer must be fully acquainted with risks associated with usage of any equipment or software or wireless facility not supplied by SPECTRANET. The Customer shall not solicit or rely on any advice from officials or representatives of SPECTRANET in respect of security measures and precautions required to be implemented for usage of such equipment or software or wireless facility. SPECTRANET officials and/or representatives are not authorised to do so. Spectranet absolves itself of any liability therefrom.

8.4 Security and Passwords:

The Customer shall ensure that the security encryption is enabled and password/s on all Services, Access Devices or equipments of SPECTRANET, where provided, is kept secret, not disclosed to anyone and to change the password immediately after installation. The Customer shall not part with the password with anyone and SPECTRANET shall not be held liable for the misuse of the Customer's facility under any circumstances.

8.5 Reselling Services/ Devices without Authorisation:

The Customer warrants that the Access Device (IMEI), SIM or Services, including the provisions of Wi-Fi feature of Access Device, will not be resold, unless SPECTRANET is notified in writing of the Customer's intent to do so and necessary changes to Customer's account have been made including but not limited clearance of outstanding balances payable to SPECTRANET. In the event that the Services are resold with notice to SPECTRANET, the Customer shall save and hold SPECTRANET harmless for all liability arising from the use or misuse of such resold services (if approved of by Spectranet), which must be sold under a formal Agreement similar in form to this Agreement, including the Acceptable Use Policy. The Customer acknowledges that notice to SPECTRANET of its intent to resell the Services is an acceptance of this clause. The Customer acknowledges that liability for any use or misuse of the shared services shall rest with the Customer.

8.6 Registration with Regulatory Bodies

The customer shall ensure to register with relevant regulatory bodies as per the guidelines issued for providing services such as Cyber cafes, Call centres, Network Operation Centres, Vehicle Tracking Systems, tele-banking, tele-medicine, tele-trading, e-commerce, etc., for their respective services and location of operations. SPECTRANET shall not be responsible for securing any such approvals on behalf of the Customer.

8.7 Dishonest Churning

SPECTRANET may investigate your payment history with your last service provider before granting you service, for which you may need to provide proof of your identity. SPECTRANET reserves the right to withdraw Services sans recourse at a later date, if it has material evidence convincing enough that the Customer has applied for SPECTRANET Services without settling all valid payment arrears for any services already provided by their last operator. Any balances left in account in such eventuality shall be forfeited and the Customer agrees that no claims for the same shall be made with SPECTRANET or through Honourable Judiciary of Federal Government of Nigeria.

8.8 End User Licenses

Customer shall comply with the terms and conditions of all end user license agreements accompanying any software or plug-ins to such software distributed or used in connection with the Service. All end user licenses will terminate on the termination of this Agreement, and, at such time, Customer/ Subscriber shall destroy all versions and copies of all software received by him/her in connection with the Service.

8.9 Equipments or Accessories From SPECTRANET

The Customer shall not hold or claim a right on the equipments or accessories supplied, installed by SPECTRANET in addition to the Access Device (IMEI) or SIM.

- 8.9.1 Customer shall ensure that all such equipments or accessories are returned to SPECTRANET in a usable and acceptable condition at the SPECTRANET office whenever demanded.
- 8.9.2 The SIM remains the property of Spectranet and can be recalled at any time for upgrades, modifications and/or when the agreement ends.
- 8.9.3 SPECTRANET shall deduct charges to cover damages from any amount refundable to the Customer.
- 8.9.4 Handling charges as applicable shall be deducted from refundable amount due to the customer, in case SPECTRANET has to make arrangements for collection from Customer premises.

9. EXTENT OF SPECTRANET's LIABILITY

- 9.1 Service/s provided by SPECTRANET is only for the specific Service Package requested by the customer at the time of application or migration of Service Package requested by the Customer will be at the sole discretion of SPECTRANET, without assigning any reasons to the Customer.
- 9.2 SPECTRANET will not be liable to you for any loss, direct or indirect, (any business loss including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses); lost or destroyed data; even if such loss was reasonably or direct physical damage to customer's property except such results from Spectranet's negligence or breach of this Agreement..
- 9.3 SPECTRANET shall endeavour to exercise the reasonable care and skill of a competent service provider while carrying out any obligation under this Agreement. Spectranet will not be liable to any customer for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using its Services, or for transmitting or receiving, or failure to transmit or receive any material through its Services. Customer also understands and agrees that while Services are available within Coverage areas as shared by SPECTRANET or its Channel partners, availability of Service is not guaranteed during state of mobility. Quality of service on SPECTRANET network is also directly relative to the number of users connected to Customer's Access Device and the Customer understands and agrees that speed shall be uniformly apportioned between these active users and hence affect the quality of service. SPECTRANET shall not be liable or accountable or be held responsible towards any claims for damages, loss, inconvenience from the Customer or its authorised representative with respect to Quality of Service.
- 9.4 SPECTRANET shall not be liable for any loss, cost or damage arising from transactions a Customer enters into with third parties using Spectranet Services (such transactions shall include and are not limited to buying or renting goods or services from such third parties or ordering goods from other organisations using Spectranet Internet access).
- 9.5 Neither SPECTRANET nor the Channel partner(s) warrants that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free of viruses, worms, Trojan horses or other harmful components.
- 9.6 Neither SPECTRANET nor the Channel Partner shall be responsible for installation of hardware or software needed for the Service package and the Customer shall ensure that competent persons have satisfactorily done the same. Without prejudice to the foregoing SPECTRANET or the Channel Partner will render the required customer advisory service sans recourse.
- 9.7 Neither SPECTRANET nor its Channel partners shall be responsible for compatibility problem(s) of hardware/software at the customer premises. Customer herewith expressly acknowledges and agrees that installation of applications at its hardware shall be carried out by a competent person and SPECTRANET shall not be held liable for any loss or damage to Customer's hardware (PC/Computer/Server) during the course of such installation or sustenance of this Agreement.
- 9.8 Spectranet accepts no responsibility whatsoever for the contents of any material from other websites, organisations, which may be accessed through Spectranet Services.
- 9.9 Spectranet reserves the right to block access to any such information which is not permissible as per the law of Federal Republic of Nigeria and or as directed by the authorised Honourable representative offices of Federal Government Of Nigeria.

10.FORCE MAJEURE

SPECTRANET is not liable for failure to perform its obligations if such failure include (but is not limited to) acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or industrial disputes or interruption or failure of electricity or telecommunications service; actions of regulator or local or national governments or other authorities.

11.SUSPENSION OF SERVICES

SPECTRANET may suspend any or all Services immediately without notice if: payments made to SPECTRANET have not been realised for any reason due to Customer's fault; Spectranet needs to carry out any maintenance, repairs or improvements to any part of its services or systems and Spectranet has to do so by law or in line with this Agreement; Spectranet have reason to believe that the customer has provided Spectranet with false, inaccurate or misleading information either for the purpose of obtaining Spectranet Services and/or Access Devices; if Spectranet believes that a Customer and/ or any person associated with him/it , committed, or may be committing, any act which contravenes any of the terms and conditions in this Agreement.

12.TERMINATION OF AGREEMENT

The terms and conditions will continue to apply until terminated by either the customer or SPECTRANET as set out below:

- 12.1** If the customer breaches any provision of the Terms (or has acted in a manner which clearly shows that the Customer intend to, or is unable to comply with the provisions of the Terms); or
- 12.2** If the provision of the aforementioned services is or becomes unlawful or
- 12.3** If Spectranet considers the provision of the aforementioned services as no longer commercially viable.
- 12.4** Either Party can discontinue Service(s) by providing a written notice, of at least 3 (three) working days prior to the end of the month or period for which the Customer has paid all Subscription Charges. SPECTRANET would stop providing Service(s) to the Customer from the end of the billed month.
- 12.5** Service(s) may be terminated in the absence of a "Revenue Generating Event" for a cumulative period of 3 months, due to non-usage of service(s) or failure to notify SPECTRANET about its intention of not using the service(s) by the customer.

13.DISCLAIMER

While every effort is made by SPECTRANET to provide highest quality of Service, the Customer acknowledges that SPECTRANET network is interconnected with high-speed internet links provided by other service providers/ entities that are responsible to maintain these links as reliable as possible. SPECTRANET do not own any responsibility in case of interruptions in the inter-connect network beyond its reasonable control. SPECTRANET shall not be responsible whatsoever for any interruption caused by the quality of these links, defect in connectivity or any inconvenience, damages or any other liability whatsoever either from the Customer or anyone else in this regard.

14.AMENDMENT OF TERMS AND CONDITIONS

SPECTRANET may at any time improve, modify, amend or alter the terms and conditions of its Services if there is any change or amendment to any law or regulation which applies to it or the Services it provides; If Spectranet decides that its Services should be altered for reasons of quality of service or otherwise for the benefit of its customers or, in its reasonable opinion, it is necessary to do so; for security, technical or operational reasons; in all other events, if Spectranet reasonably believes that any modification to its system or change in its trading, operating or business practices or policy is necessary to maintain or improve its Services.

15.INDEMNITY

The customer will be responsible and liable for and hereby undertakes to indemnify SPECTRANET and holds Spectranet blameless against any direct or consequential liability arising out of claims made against SPECTRANET, its affiliates, its employees and/or its Channel partners in connection with the Access Device (IMEI) or the Services, or misuse by the Customer or any other person with access to Customer's equipment and Services or otherwise by virtue of the provision of the Service to the Customer including but not limited to claims for defamation, infringement of copyright or any other intellectual property rights and any breach of non observance of any terms of this Agreement by the Customer.

16.DISPUTES

If any dispute arising out of any of these terms and conditions requires intervention and/or adjudication by Courts, the same shall be determined by any court of competent jurisdiction in Nigeria.

DECLARATION

The customer shall undertake to abide by the terms and conditions of the services provided by Spectranet.