



IPHONE AGREEMENT

1.0 TERMS & CONDITIONS

1.1 The Terms and Conditions, the Application Form, any other documents which are referred to in this Agreement and any document required to be signed together with the terms and conditions of any additional Services constitute a legally-binding agreement (the “Agreement”) between Cellplus Mobile Communications Ltd (hereinafter ‘Cellplus’) and the Customer named in the Application Form (hereinafter ‘Customer’), which will be effective from the time the Customer’s application for the Services contained in the Application Form overleaf is accepted..

1.2 Acceptance and activation are conditional to:

1.2.1 a satisfactory risk assessment,

1.2.2 a deposit of Rs 10,000 and/or

1.2.3 The guarantor accepting and signing the Provision of Guarantee (Schedule 1).

By signing the Application Form, the Customer confirms that all information submitted is accurate and true.

1.3 The services of **Cellplus Mobile Communications Ltd** are commercialised under the ORANGE brand and name.

2.0 DEFINITIONS

In this Agreement the following words and expressions have the following meanings:-

- “Agreement”, the agreement between the Customer and Cellplus comprising the following: iPhone Terms and Conditions, the Application Form, the Apple warranty agreement, the Provision of Guarantee (Schedule 1) and any subsequent terms expressly agreed in writing between an authorised signatory of Cellplus and the Customer.



- “Application Form”, the Customer application form, including all information and statements contained therein.
- “Audiotex”, any phone number charged above the normal tariff beginning with 301, 302 and 303.
- “Charges”, the charges imposed by Cellplus for the Services, calculated according to the rates prevailing in the applicable tariff structure(s) and as agreed by the Customer.
- “Content” means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services including all information accessed via the Internet.
- “Equipment”, any equipment, including the iPhone, approved for connection to or use with the Network.
- “Network”, all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and Customers of the Services).
- “Premium SMS”, short code messaging where the Customer is charged above the normal basic SMS rate.
- “Services”, the mobile telephone service and the additional Services provided by Cellplus under the Orange brand and as per the terms and conditions of this Agreement.
- “Roaming”, when the Customer is overseas and uses the SIM card for calls and SMS.
- “Roaming data”, when the Customer is overseas and uses the SIM card for data services.
- “SIM CARD”, the Orange SIM CARD, bearing a unique telephone number, and the related personal unlocking key and personal identification number, used with the Equipment to enable access to the Services.
- “Tariff”, the approved tariff by the ICT Authority.
- “Term” the minimum subscription period of this Agreement, a period of 24 consecutive months (2 years), commencing on _____ and ending on _____ as indicated on the Application Form overleaf.



3.0 IPHONE TARIFF PLAN

- 3.1 The iPhone is available on selected Orange combined call, SMS, and data plans.
- 3.2 The Customer hereby agrees to subscribe to one of the iPhone Tariff Plans which includes a subsidised iPhone handset, a package of voice, data, and SMS for a minimum contractual period of 24 consecutive months (2 years).
- 3.3 The voice minutes in the iPhone Tariff Plan include calls made to Orange (on-net) and any fixed networks and exclude (i) calls to other mobile network operators; (ii) international calls; (iii) roaming calls; and (iv) calls to special numbers, e.g, Audiotex.
- 3.4 The SMS in the iPhone Tariff Plan includes peer to peer SMS to Cellplus and other local mobile operators, but excludes roaming SMS and premium SMS. In the event that tariffs of international SMS and SMS to other mobile operators change, the billing will be over and above the package price.
- 3.5 The data package in the iPhone Tariff Plan includes local networks only and excludes roaming data.
- 3.6 Consumption of voice, SMS and/or data above the subscribed package by the Customer shall be charged to the Customer at the existing approved tariff as per the table below:

o Local tariffs

Destinations	Tariff
Voice	
Calls to Orange mobiles	Rs1/min
Calls to fixed MT / MTML - Peak	Rs 2.18/min
Off Peak	Rs 1.68/min
Calls to other mobile operators	Rs 3.40/min
SMS	Rs 0.50/unit
Data	Rs 1.00/Mb



3.7 International voice and data roaming shall be charged at existing approved tariff.

4.0 SERVICES

4.1 Provision of Services may be affected by relay between base stations, radio interference due to physical obstructions and atmospheric conditions, technical faults, etc

4.2 Services may be suspended wholly or partially:

- For Network modifications or maintenance or for security reasons. Cellplus will use reasonable efforts to keep suspensions to a minimum.
- If the Customer is in breach of the terms of this Agreement, including non-payment of any sums due by the Customer (in which case Cellplus reserves the right to charge for reconnection and/or to require revised payment terms).

4.3 The Customer shall remain liable for all charges during any period of suspension.

5.0 BILLING & PAYMENT

5.1 The Customer shall pay for the Services by means of direct debit and will be charged as follows:

- i. The Customer will be invoiced monthly in advance for fixed charges (such as subscription charges – the selected iPhone Price Plan) and monthly in arrears for call charges and other non-fixed charges over and above the iPhone Price Plan.
- ii. Cellplus reserves the right to change invoicing periods and/or to issue interim invoices.
- iii. Where practical, Cellplus will notify the Customer of any changes in advance; this will either be in writing to the Customer's billing address, by electronic mail (email) or by advertisements in the national press.

5.2 Payment is due within 30 days of receiving the invoice. If payment is overdue, a surcharge of 10% on the outstanding amount shall



automatically be applicable to any outstanding balance without the necessity of any judicial or extra-judicial formality.

- 5.3 VAT will be added to all invoices.
- 5.4 Any correspondence from Cellplus to the Customer will be deemed served 48 hours after posting or earlier on proof of delivery.
- 5.5 Cellplus reserves the right to vary the charges or charging options, and/or any of the terms and conditions in this agreement at any time but will, where practical, give prior reasonable notification to the Customer.
- 5.6 Cellplus reserves the right, at its discretion, to apply a monthly limit to any service and suspend the Customer's access to a service if the monthly limit is exceeded.
- 5.7 Every change in charging options and/or any terms and conditions will be deemed notified to the Customer at close of business or on the first day on which it is advertised in the national press.
- 5.8 In case Cellplus has reasonable grounds to believe that the Customer is no longer reachable at the billing address, it reserves the right to send invoices to any other address where it has reason to believe the Customer is reachable.
- 5.9 Cellplus reserves the right to request a Deposit/Prepayment or guarantee before any services is provided, or subsequently as security for payment of the Charges. The Deposit/Prepayment is refundable after the minimum subscription period of 2 years provided that the Customer has no outstanding balance left with Cellplus. Cellplus is entitled to off-set the Deposit/Prepayment against any amount due by the Customer or to request payment of the outstanding balance from the guarantor, whichever is applicable.
- 5.10 Allocations in respect of data units, voice minutes (calls) and text messages are part of the Customer's chosen iPhone Price Plan and are available on a monthly basis. Any unused data units, voice calls and text messages shall lapse and shall not be carried forward the following months.



5.11 The Customer shall ensure that payment by direct debit is effected on a monthly basis. Any default in the monthly payment for more than 2 consecutive months shall be deemed to be a breach of the present agreement and shall entitle Cellplus to terminate forthwith the said agreement.

6.0 CUSTOMER OBLIGATIONS

6.1 The Customer hereby agrees to the following:

- i) to provide such proof of identity as is reasonably necessary;
- ii) to pay all charges by means of direct debit;
- iii) not to use the Services for any immoral or unlawful purpose, nor cause any nuisance to any Services, nor cause the operation of the Network to be jeopardised or impaired, nor allow others to do any of the foregoing with the Equipment;
- iv) to follow Cellplus's instructions concerning the use of its services;
- v) to notify Cellplus immediately by telephone (and subsequently confirm in writing), if the Customer's Equipment and/or SIMCard is lost, stolen or damaged. Cellplus will provide a replacement SIMCard, but may charge for it; and
- vi) to promptly pay all Charges arising in connection with this Agreement (including any applicable early termination Charges arising in accordance with section 8.0 below).

6.2 The Customer has no proprietary rights in the telephone number allocated under this agreement and Cellplus reserves the right to withdraw this number at any time.

7.0 WARRANTY

7.1 The subsidised handset is neither returnable nor exchangeable except within the limits of the terms and conditions applicable under the iPhone Warranty policy.

7.2 The subsidised iPhone is restricted to use on the Cellplus (Mauritius) network unless the Customer is using roaming facilities. Any attempt to unlock the iPhone for use on another network might render it permanently unusable and this shall not be covered under the warranty.



- 7.3 Any unauthorised modifications and/or alterations to the iPhone's software shall constitute a violation of the iPhone software license agreement, and the inability to use the iPhone due to such unauthorised software modifications is not covered under the iPhone's warranty.
- 7.4 Use of the iPhone constitutes acceptance of the iPhone terms and conditions and other third party terms and conditions found at http://www.apple.com/legal/iphone/us/terms/service_all.html and <http://www.Cellplus.mu/>.
- 7.5 The Customer warrants having taken cognizance and accepted the warranty terms and conditions mentioned in clause 7.4.

8.0 TERMINATION

- 8.1 The Customer hereby agrees that the present Agreement shall be for a minimum period of 2 years. (24 consecutive months). At the end of the minimum subscription period (the Term), the subsidised iPhone will become the property of the Customer.
- 8.2 In the event of non payment or if service is terminated before the expiry of the minimum subscription period for any reason whatsoever; or by Cellplus as a consequence of any breach of the terms and conditions of this Agreement or the warranty conditions by the Customer, the Customer shall remain liable for the outstanding balance including, but not limited to, the monthly remaining subscription charges up to the end of the Term (24 months).
- 8.3 This Agreement commences on the date the Customer signs the Agreement and shall continue for the Term.
- 8.4 After the Term, the Customer reserves the right to end this Agreement provided that prior written notice of 30 days is given to Cellplus. All Charges will continue to accrue until effective termination of the Agreement.
- 8.5 In the event the Customer does not wish to renew the Agreement, the Customer shall remain liable for the remaining total aggregate monthly subscription charges up to the end of the Term.



8.6 This agreement shall be tacitly renewed under the same terms and conditions in the event the customer does not submit to Cellplus the notice of termination 30 days prior to the expiry of this Agreement.

8.7 Cellplus reserves the right to suspend all Services immediately and terminate this Agreement forthwith if:

- (i) the Customer fails any credit checks performed by Cellplus from time to time.
- (ii) the Customer fails to pay any sum due under this Agreement on their due dates.
- (iii) the Customer breaches any of the terms of this Agreement or if any information supplied by the Customer to Cellplus is false or misleading.
- (iv) Cellplus has reasonable cause to believe that the Customer is unable to pay the Charges; or
- (v) for any reason Cellplus is unable to provide the Services to the Customer.

Cellplus will endeavour to notify the Customer in advance of any such suspension or termination, in writing, email or by phone.

9.0 LIMITATION OF LIABILITY

9.1 Cellplus shall in no circumstance be liable to the Customer (or to any third party) for any direct, indirect, special, incidental or consequential loss (including loss of profit), revenue, business interruption or for any other indirect or consequential loss or damage (whether foreseeable or not) which may arise in relation to:

- (i) the suspension or non-availability (for whatever reason) of any of the Services; or the suspension or termination of this Agreement;
or
- (ii) the interruption of or failure to connect any call so made to or by the Equipment; or any call made to or by the Equipment being overheard or intercepted by any third party; or
- (iii) any data, content and voice transmitted to or by the Equipment being altered or lost.



(iv) the mobile handset, save and except as provided in the iPhone warranty terms and conditions.

- 9.2 Cellplus bears no responsibility whatsoever for the non-performance of any obligation or Services under this Agreement due to factors beyond its reasonable control, including but not limited to, Acts of God, industrial action, network breakdown, default or failure of a third party, war or governmental action (Force Majeure).
- 9.3 Where goods and/or services are offered by Cellplus as agents of their principal provider(s), Cellplus shall bear no responsibility for the performance or provision thereof by such providers so long as it has identified the providers to the Customer and identified itself as an agent.
- 9.4 Cellplus shall bear no liability whatsoever for any product or service advertised, promoted, offered or sold by third party service providers for use on the Cellplus Network or otherwise.
- 9.5 Cellplus, its employees and directors shall be held harmless against any claims or action by the customer (or any third party) in relation to infringement of any third party rights, proprietary and intellectual property rights and/or makes no representations or warranties in relation to the accuracy or completeness of the information provided.

10.0 DATA PROTECTION

- 10.1 Cellplus may process the information and data relating to the Customer which is collected under this Agreement (including the Application Form) and through the Customer's dealings with Cellplus (e.g. using the Services etc.) or otherwise for the purposes of performing its obligations under this Agreement and for administration, account management, billing, debt recovery, risk assessment, Customer profiling, market research, Customer care, and other legitimate business purposes.
- 10.2 Cellplus may also share the Customer's Data with its holding companies, group companies and shareholders.



- 10.3 Cellplus may disclose Data relating to the Customer or details of this Agreement or the Customer's account with Cellplus in order to assist in the prevention of fraudulent use of the telecommunications system and/or to protect both the Customer and Cellplus in as far as is possible from theft and fraud and also where required or permitted to do so by law. Cellplus may disclose the Customer's Data to its agents for the purposes of providing the Services and those purposes listed in 10.1. The Customer's Data is not otherwise disclosed to third parties, save where required or permitted by law.
- 10.4 Cellplus, its holding company, group companies, or agents of Cellplus may contact the Customer with information on/or offers on products or services which may be of interest to the Customer and the latter explicitly consents to such contact. If the Customer does not wish to receive such information, he/she shall inform Cellplus of same.
- 10.6 Cellplus may provide links to websites operated by third parties; such links are provided for your convenience only. Cellplus has no control over these sites and is not responsible for their availability or content. Cellplus inclusion of links to such sites does not imply any endorsement of the material on such sites or any association with their operators.

11.0 GENERAL

- 11.1 This Agreement constitutes the entire agreement between Cellplus and the Customer. It takes precedence over all prior agreements (oral or written), and all representations or other communication between the parties.
- 11.2 Cellplus reserves the right to change and/or amend the terms and conditions of the Agreement including (but not limited to) the tariffs as may be approved by the ICT Authority during the term of the Agreement and shall communicate same to the Customer.



- 11.3 If any term of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if this Agreement had been made without the invalid, illegal or unenforceable terms.
- 11.4 The Customer consents to the fact that Cellplus may contact any person named in any proof of identity and/or references provided by the Customer in order to verify the accuracy (or continuing accuracy) thereof.
- 11.5 The Customer hereby agrees that this application is subject to Cellplus Terms and conditions and Apple warranty coverage.
- 11.6 The Customer hereby confirms that he/she has read, understood and agrees to be bound by the Terms & conditions of this Agreement.
- 11.7 This Agreement is governed and construed in accordance with the laws of the Republic of Mauritius.