

TELONE TELECOMMUNICATION SERVICES TERMS & CONDITIONS

1. Definitions

Account- means the account maintained by Tel-One in its books for services provided to the Customer;

Agreement-means the Services application form, any additional forms, read together with these terms and conditions and all pay instructions, letters and annexes thereto;

Business day- means any day other than a Sunday or a public holiday in Zimbabwe;

Customer-means the person applying for services from Tel-One;

Due/ Payment date- means the due date for payments of all the amounts due and payable as shown on the statement to the Customer.

2. Services

The Customer shall be obliged to immediately bring to the attention of Tel-One's Call Centre, Customer Services Office, any malfunctioning or fault regarding the telecommunication equipment installed or services provided by Tel-One

3. Payments

3.1. The Customer shall be responsible for the payment of the sums due for services rendered when they fall due on or before the date indicated on the bill of each month.

3.2. Payments for services shall be made in any of the following ways:

a) By cash, at any Tel-One Customer Services office or banking Hall, or

b) By cash or cheque deposit or transfer into any of the banks with Tel-One bill-payment facility.

3.3. The Customer shall make all payments for services without set-off or deduction and free of bank exchange or bank charges.

4. Costs

3.1 The Customer shall be liable to pay interest on any overdue or outstanding amounts at the rate of 3% per month.

3.2 The interest will:

3.2.1 be calculated on the basis of a 365 day –year irrespective of whether or not the year in question is a leap year;

3.2.2 accrue day monthly;

3.2.3 be calculated on the monthly outstanding balance; notwithstanding that such balance may have increased by being debited with interest thereon;

3.2.4 The rate of interest may be amended from time to time in line with market conditions provided that such amended rate shall not exceed the legally prescribed rate of interest for default. Any amendment of the rate of interest will be notified in writing to the Customer provided that any delays in notifying the Customer of the amendment shall not invalidate the amendment.

3.2.5 The Customer shall be liable to pay 10% collection commission, all legal costs including attorney and client costs and disbursements incurred by Tel-One in the event of legal proceedings being instituted against the Customer for defaulting in its payment for services.

5. Purchase and ownership of equipment

It is recorded that, unless provided by Tel-One at cost, it is agreed the Customer may pay for any telecommunication equipment to be installed at the Customer's premises necessary for the provision of the services covered by these terms and conditions with the exception of the lines/ equipment installed by Tel-One for purposes of monitoring any equipment or.... Such equipment shall remain the owner of In the event of loss or damage to any of the Customer's equipment from any cause whatsoever not attributable to Tel-One, the Customer undertakes to pay full the full replacement cost of such equipment.

6. Applicable rates

Tariffs/charges for services will be as determined by the Telecommunications Regulator and published from time to time and may be provided on request. Tariffs may be increased as and when approved by the Telecommunication Regulator and Tel-One shall use its best endeavours to give the Customer notice of any such increase as soon as possible. If the Customer does not accept such increase in tariffs or charges, he shall have the right to cancel the agreement giving one calendar's month notice in writing during which notice period the Customer will be invoiced for services at the rate existing prior to the increase.

7. Limitation of liability

Tel-One shall not be liable to the Customer for any loss or damage sustained by Customer as a consequence of any act or omission of Tel-One's employees, unless such act or omission was willful or grossly negligent and was committed in the course and scope of the employee's employment.

8. Indemnification clause

The Customer agrees to indemnify and hold Tel-One harmless against all consequential losses, howsoever arising, from the use of the facility or service granted under this agreement.

9. Certificate of amount owing

A certificate signed by Tel-One's Credit Manager or officers whose appointment and authority to sign need not be proved, as to the amount owing by the Customer at any time and that such amount is due including any interest, by the Customer in respect of Services provided will be proof of the facts stated therein.

10. Suspension and termination of services

10.1 Tel-One shall temporarily suspend services without notice, in the case of fixed telephony service(landline) if the Customer fails to pay any amount due for the usage of such fixed telephony service for a period of thirty (30) days. In the event of such temporary suspension of service, the Customer shall still be liable for payment of rental charges for the fixed line. If the Customer still fails to pay the outstanding costs for usage and rentals due, within a period of a further thirty (30) days, Tel-One shall proceed to permanently disconnect the fixed line Telephony service and demand the full amount owing by the Customer as at the time of disconnection. If the Customer still fails to pay the amounts owing, Tel-One shall take the necessary legal action for the recovery of the amounts owing.

10.2 If the during the suspension or at any point in time, the Customer no longer requires services as envisaged in the agreement, the Customer shall be obliged to give notice to

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10.2 If the during the suspension or at any point in time, the Customer no longer requires services as envisaged in the agreement, the Customer shall be obliged to give notice to Tel-One by signing the relevant termination form.

11. Set-off and realization

The Customer agrees that in the event of any default on its part and without notice to it, Tel-One may set off such amounts against any amount owed by Tel-One the Customer regardless of the nature of service for which the amount was due to the Customer.

12. Force majeure (events beyond Tel-One's control)

Tel-One shall not be liable for any loss suffered by the Customer attributable to any delay or failure by Tel-One to perform its obligations by reasons beyond its control or resulting directly or indirectly from the action or inaction of government or government authority or a failure in electricity supply where applicable, computer failure, riots, strikes, lock-outs boycott, blockade or, labour disputes, or from any act of God like floods, earthquakes, revolution, civil strife, change in legislation or extreme changes in market conditions, provided that, notwithstanding the foregoing, Tel-One shall notify the Customer of any such event and shall take all reasonable steps to overcome the effects of any such event where possible.

13. Variation

Tel-One may in its discretion, vary any of the terms and conditions from time to time on written notice to the Customer. No such variation, representation or agreement whether, express or implied, shall be of any force or effect unless it is recorded in writing and signed by both parties.

14. Assignment

The Customer shall not assign, cede or transfer a part or any of its rights, obligations or benefits hereunder without Tel-One's prior written consent, which will not be unreasonably withheld

15. Address for service

The address given by Customer on paragraph A. 4 serves as one for the service of any legal notice, correspondence or processes.

15.1 This address may be changed to any other physical in Zimbabwe by giving notice in writing to Tel-One.

15.2 Any notice sent to the Customer by registered post will be deemed to have been validly given on the 5th business day after posting and if delivered by hand, it will be deemed to have been received on the day of delivery.

15.3 For any other purposes the Customer may accept notification by email to the email address given at paragraph A.3 above or any other that the Customer may notify to Tel-One.

16. Statements

16.1 Tel-One will provide the Customer with a statement of account on a monthly basis in the medium chosen by the Customer during the application for services.

16.2 The statement will show the amounts due for usage of service, rentals value added tax and interest where applicable the due date and any payments made by the Customer.

17. Over-Usage The customer acknowledges that any over-usage of the Internet above and beyond that which is set by Tel-One as the fair use limit might result in service cut off. All Unlimited Packages carry a 500GB fair use limit which can be adjusted as per the discretion of Tel-One.

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18. General

18.1 No indulgence or extension of time granted by Tel-One to the Customer will be considered a waiver of its rights nor will it act as an estoppel against Tel-One.

18.2 In these terms and conditions, unless inconsistent with the content, words signifying the singular include the plural and vice versa.

18.3 Each provision of these terms and condition is severable from the others and if found to be illegal, invalid, defective or unenforceable by any competent court of law, the remaining provisions will remain in full force and effect.

18.4 The agreement created on acceptance of services from Tel-One constitutes the whole agreement between the Customer and Tel-One relating to the subject matter.

18.5 The agreement for services will be governed, interpreted and construed in accordance with the laws of the Republic of Zimbabwe.

18.6 The parties consent to the jurisdiction of any Magistrates Court in Zimbabwe for any dispute, howsoever arising under the agreement for services irrespective of the amount involved. Without prejudice to Tel-One's exclusive right to institute proceedings in the High Court of Zimbabwe.

18.7 The terms and conditions set out herein shall apply to any additional services, provided to the Customer from time to time.

19. Conditions precedent

19.1 Tel-One will avail the services to the Customer subject to the fulfilment of the following conditions precedent:

19.2 In the case of a Company or Association or Partnership, certified copies of the Certificate of registration or incorporation, Memorandum and Articles of Association or Constitution, or any other applicable founding documents;

19.3 A supporting resolution by the company's Directors in a format acceptable to Tel-One, authorizing acceptance of the services;

19.4 A signed copy of the Application Form for the particular services accepting the terms and conditions stipulated here.

20. Information

20.1 Tel-One may verify any information supplied by the Customer on the application.

20.2 The Customer agrees that that Tel-One, may:

20.3 hold and process by computer or otherwise, any information obtained about the Customer as a consequence of the services contemplated in the application;

20.4 disclose the Customer's personal data and/ or information to Tel-One's external lawyers, auditors, subcontractors or persons acting as Tel-One's agents;

20.5 disclose such information to licensed credit reference agencies or any other creditor if the Customer is in breach of this agreement;

20.6 disclose such information if compelled to do so by law and for the purpose of exercising