



TERMS AND CONDITIONS

These terms and conditions for the provision of services (these “**Terms and Conditions**”) are a binding legal agreement:

BETWEEN:

- (1) **MARGA GLOBAL TELECOM LIMITED**, a company incorporated under the laws of the Republic of the Union of Myanmar, with its address at Units 1906-1907, 19th Floor, Sule Square, No. 221 Sule Pagoda Road, Kyauktada Township, Yangon, Myanmar, or its successors, permitted assigns and legal representatives (the “**Provider**”); and
- (2) The person or entity whose signed Order Form (which contains an express undertaking to adopt, and be bound by these Terms and Conditions) has been accepted by the Provider under these Terms and Conditions, or its successors, permitted assigns and legal representatives (the “**Customer**”);

(collectively known as the “**Parties**”, and each, a “**Party**”).

WHEREAS: The Provider shall provide the Services (as defined herein) based on these Terms and Conditions and the acceptance of the Order Form.

IT IS HEREBY AGREED as follows:

1. THE ORDER FORM

1.1 Submission of Order Form:

- (a) The Customer shall submit to the Provider an order form duly-signed by an authorised representative of the Customer (the “**Order Form**”).
- (b) A submitted Order Form shall be deemed as a request by the Customer to the Provider for provision of the Services, and is subject to the approval or rejection of the Provider at its sole discretion under Clause 1.2 below.
- (c) By submitting a signed Order Form to the Provider, the Customer is deemed to have:
 - (i) represented that the signatory on behalf of the Customer had been duly authorised to sign the Order Form; and
 - (ii) agreed that these Terms and Conditions shall take immediate effect on the date of submission of such Order Form.

1.2 Approval or Rejection of Order Form: Within 14 calendar days of receipt of the Order Form, the Provider will, at its sole discretion, inform the Customer in writing if the Order Form is:

- (a) approved, in which case, the relevant Order Form and these Terms and Conditions shall continue to be valid and binding; and
- (b) rejected, in which case, neither Party has any further right or obligation in respect of the relevant Order Form; or

- (c) is incomplete and further information is required from the Customer, which necessitates submission by the Customer of a revised Order Form,

(collectively, the “**Order Form Submission Process**”). A revised Order Form that is submitted, shall be deemed to be a new Order Form, and the Order Form Submission Process shall apply accordingly.

- 1.3 Variations of Order Form: After approval by the Provider of an Order Form, any amendment or variation to any aspects of the Order Form:

- (a) if requested by the Customer, shall be submitted by the Customer by way of a new Order Form, and the Order Form Submission Process shall apply accordingly; and
- (b) if requested by the Provider, such amendment or variation shall be mutually agreed with the Customer, and finalised by way of a new Order Form.

- 1.4 Sole discretion of Provider: The Provider is entitled to approve or reject the Order Form in its sole discretion, and shall not be responsible for any losses, damages, cost or expenses arising directly or indirectly as a consequence of any delay in, or rejection of, the Customer’s Order Form, and the Customer hereby waives all its right and remedies against the Provider in relation to any direct or indirect loss, damage or consequence suffered by Customer as a direct or indirect result of the Provider’s exercise of its discretion under this Clause 1.

- 1.5 Credit Checks: The Customer hereby acknowledges that the Provider may carry out a credit check of the Customer for purposes of evaluating the Customer’s submitted Order Form. To that end, the Customer hereby authorises the Provider to obtain information about the Customer’s commercial activities and financial condition from third parties for purposes of approving the relevant Order Form, including, without limitation, banks, credit reporting agencies and other businesses that provide like information.

2. SCOPE OF THE SERVICES

- 2.1 Scope of Services: The services shall be as stated under the Order Form (or as amended or varied by subsequent Order Forms or in writing between the Parties) and expressly chosen by the Customer by way of a tick beside the relevant service option(s), or any other services as may be separately quoted by the Provider and agreed between the Parties (the “**Services**”).

- 2.2 Commencement of the Services: The Services shall not commence unless and until the Provider approves an Order Form in accordance with Clause 1 above, and the Customer pays the relevant Service Charges as invoiced by the Provider.

- 2.3 Incorporation of these Terms and Conditions: The Provider’s provision of the Services to the Customer shall be subject to and governed by these Terms and Conditions, and these Terms and Conditions shall form an integral part of each approved Order Form, and treated as one and the same document.

- 2.4 Direct or Indirect Provision of the Services: The Customer acknowledges that, at the Provider’s sole discretion from time to time, the Services may be provided directly by the Provider, or indirectly by a sub-contractor, agent or representative appointed by the Provider (the “**Provider’s Representatives**”).

3. USE OF THE SERVICES

- 3.1 Customer’s Own Equipment: It shall be the Customer’s sole responsibility to ensure that, other than the Service Equipment, its own equipment used (including any computers, personal mobile devices etc)

meets the minimum system requirements to enable the Customer to use the Services. The Provider shall not be liable for any loss or inconvenience suffered by the Customer due to the Customer's own equipment failing to meet the minimum system requirements for use of the Services, or any costs incurred by the Customer to upgrade its own equipment in order to use the Services.

3.2 Connection of Equipment:

(a) The Customer must ensure that all equipment connected to the Services, the Service Equipment or the Provider's telecommunication network which carries customer traffic between equipment owned and/or operated by the Provider to the Customer or all other third parties (the "**Provider's Network**") by or on behalf of Customer:

- (i) is technically compatible with the Services; and
- (ii) is connected and used in accordance with any relevant instructions or directions given by the Provider, and in accordance with any Applicable Laws; and
- (iii) does not endanger the health or safety of any person; and
- (iv) does not damage or interrupt the normal operation or efficiency of the Provider's Network, the Services, the Service Equipment, any services provided by the Provider to a third party, or any of the Provider's sites or facilities; and
- (v) does not degrade or cause interference with the Services, the Provider's Network or any other products or services supplied by the Provider.

(b) The Customer must immediately upon receiving a notice issued by the Provider under this Clause, disconnect any equipment that does not meet any of the requirements as set by the Provider.

3.3 No Selling, Reselling or Re-transmitting of the Services: The Customer shall not be authorised, without the prior written consent of the provider, to sell or resell all or any part of the Services, or to re-transmit the Services.

3.4 Log-in Details, Security and Content:

(a) The Customer shall be fully responsible for ensuring that its user name and/or password, at all times, remain confidential. The Provider may request that the Customer changes its user name and/or password if deemed necessary. The Customer shall not disclose its user name and/or password to any third party, or use the same for any purpose connected with the improper use of the Provider's Network including accessing or attempting to access other parts of the Provider's Network for which the Customer does not have access rights. The Customer is also responsible for taking all reasonable steps necessary to prevent a third party from obtaining access to its user name and/or password to access the network. In the event that the Customer becomes aware of any violation or any suspected violation, the Customer shall contact the Provider immediately.

(b) The Customer is fully responsible for the set-up and security of its own facility, equipment, computer(s) or mobile equipment and any software (the "**Customer's Equipment**") that the Customer opts to connect to the Services at its own risk. The Provider strongly recommends the Customer to protect all of the Customer's Equipment with internet security or anti-virus software with regular updates.

(c) The Customer shall be fully responsible for any content and security of any data or information that the Customer sends or receives, or charges incurred by the Customer in the Customer's use of the Services.

3.5 Customer's Compliance with Applicable Laws and Restrictions on Use: In its use of the Services and the Service Equipment, the Customer shall, and shall procure that all persons using the Services and the Service Equipment through the Customer:

- (a) comply fully with all applicable laws, regulations, guidelines, codes, policies, proclamations, instructions requirements, statutory, judicial or otherwise, as may be promulgated or announced from time to time or given by relevant government officials (collectively, the “**Applicable Laws**”); and
- (b) comply fully with any acceptable usage policy, service restrictions or technical requirements set out or referred to in these Terms and Conditions, the instruction manuals of the Service Equipment, or as otherwise notified by the Provider to the Customer; and
- (c) take(s) every reasonable precaution to prevent contamination of any software or hardware or diffusion of any software or hardware contamination, including computer viruses, worms or trojan horses; and
- (d) refrain from unlawful or illegal use or use that exposes the Provider or the Provider's Representatives to the risk of any legal or administrative action under Applicable Laws; and
- (e) refrain from using the Services and the Service Equipment in respect of any of the following, or which may promote or allow others to engage in any of the following:
 - (i) sending, receiving, publishing, posting, distribution, disseminating, encouraging the receipt of, uploading, downloading or using any material which is offensive, illegal, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing; or
 - (ii) knowingly or negligently transmitting or uploading any electronic material or SMS or messages (including, without limit, files that contain viruses, corrupted files, or any other similar software or programs) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications equipment owned by the Provider or any other internet users or person; or
 - (iii) invading another's privacy, cause annoyance, inconvenience or needless anxiety to any person; or
 - (iv) infringing, breaching or offending any other party's rights including but not limited to copyright, trademark, intellectual property, confidence, privacy or any other rights of any country, state, person, class of persons, religion, or entity, which includes but is not limited to downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or propriety designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material; or creation or dissemination using the Services or the Service Equipment of hate language, fake or unverified information which results in such infringement, breach or offence; or
 - (v) disrupting or interfering with the normal operation or efficiency of the Provider's Network, the Services, the Service Equipment, or the Provider's sites or facilities; or
 - (vi) launching “denial of service” attacks, “mail-bombing” attacks, “spamming” or “flooding”

attacks against a host or network; or

- (vii) making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or SMS or messages or excessively large mail attachments; or
- (viii) circumventing the user authentication or security process of a host or network; or
- (ix) creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data; or
- (x) running port scanning software on the Provider's Network; or
- (xi) attempting to gain unauthorised access to any computer system using the Services; or
- (xii) altering, tampering or reverse-engineering any of the Services; or
- (xiii) undertaking any activity using the Services that has an adverse effect on the Provider.

3.6 *Customer solely responsible for Transmission:* The Customer acknowledges and agrees that it is solely responsible for the content of information and communications transmitted using the Services and its use and publication of communications and/or information using the Services. The Customer acknowledges and agrees that the Provider is only an intermediary for the transmission of the Customer's and other third party information, that the Provider plays a passive role as a conduit of information for the Customer and other third parties, and that the Provider neither initiates the transmission of information, selects the receivers of the transmission, nor selects nor modifies the information contained in the transmission.

3.7 *Provider's Compliance:* The Customer acknowledges that the Provider will at all times comply fully with Applicable Laws from time to time, including but not limited to the Telecommunication Law 2013; and instructions, requests and directives by any relevant government authorities; and following such compliance, the Provider may submit details of the Customer and the Customer's use of the Services, including but not limited to the identity and address of the Customer, the timings, occurrences and use of the Services by the Customer such as the content of the websites, IP addresses, messages or emails that have been accessed through the Customer's use of the Services.

3.8 *Speed and Availability:*

- (a) The speed and bandwidth of the Services will be based on the actual service plan subscribed by the Customer under the relevant Order Form. The maximum speed of the Services enjoyed by the Customer will depend on various factors, including but not limited to, whether it is connected to the Provider's Network by cable or wifi, material of the wall of the Customer Premises, and the number of users sharing the use of the specific connection used by Customer. In addition, the speed received by the Customer at a point in time may vary and may be less than the maximum speed of the Services, depending on, among other things, the composition of the information or files that the Customer is accessing, usage, and traffic on the internet, the server with which the Customer is communicating and the networks that the Customer and others are using when communicating. Based on the foregoing above, the Customer acknowledges that the Provider does not provide any promise or warranty, expressly or impliedly, that the Customer will be able to download or upload data at any particular speed.
- (b) The Services are only available in certain coverage areas which are covered by the Provider's

network. The Provider shall not be liable for any loss suffered by the Customer due to the unavailability of the Services in any geographical area.

- 3.9 Maintenance: The Customer acknowledges that the Provider shall may from time to time, at its sole discretion, schedule and undertake maintenance on any part of the Provider's Network as required.

4. TERM FOR PROVISION OF SERVICES

The term of the provision of the Services shall be for such period of time as stated in the Order Form (the "Initial Term"). The Initial Term shall automatically renew for successive one (1) year periods (each a "Renewal Term") unless either Party notifies the other Party in writing that it desires to terminate the Services at least thirty (30) calendar days in advance of the expiration of the Initial Term or Renewal Term (as the case may be).

5. SERVICE CHARGES AND SECURITY DEPOSIT

- 5.1 Service Charges: The exact service charges for the Services shall be as stated in the Order Form (the "Service Charges"), which comprises of a one-time service charge and recurring service charges, and which shall be paid by the Customer promptly without set-off, counterclaim, deduction, defence or other such right that the Customer may have against the Provider and all such payments shall be made free of exchange and bank charges.

(a) One-time Service Charge: A one-time service charge, details as specified in the relevant Order Form (the "One-time Service Charge"), shall be invoiced to the Customer upon the Provider's approval of the relevant Order Form, and payable on such date as specified in the relevant Order Form; and

(b) Monthly Service Charges: Monthly service charges, details as specified in the relevant Order Form (each, a "Monthly Service Charge"), shall be invoiced monthly in advance to the Customer, and payable on such date as specified in the relevant Order Form.

5.2 Security Deposit:

(a) Payment of Security Deposit: A one-time security deposit, of an amount as specified in the relevant Order Form, shall be invoiced in advance to the Customer at the same time as the One-time Service Charge, and payable by the Customer at the same time as the One-time Service Charge (the "Security Deposit").

(b) Security Deposit to be held by Provider: The Security Deposit shall be held by the Provider throughout the term of the Services, as security for the due observance and performance by the Customer of the Customer's obligations and undertakings under these Terms and Conditions and the relevant Order Form.

(c) No Set-off without Provider's consent: The Security Deposit shall not, without the written consent of the Provider in its absolute discretion, be set-off by the Customer against any Service Charges or other sums owing by the Customer to the Provider.

(d) Application of Security Deposit in Customer's Breach: If the Customer commits a breach of any of the provisions of these Terms and Conditions or the relevant Order Form, the Provider may, at its sole discretion, opt to either:

- (i) apply the Security Deposit or any part thereof in or towards payment of any monies outstanding, making good any breach by the Customer, or loss or expense suffered by the Provider occasioned by such breach; or

- (ii) do not apply the Security Deposit, and instead claim damages from the Customer, which shall be payable within seven (7) calendar days of demand by the Provider;

but without prejudice to any other right and remedy which the Provider may be entitled under these Terms and Conditions, the relevant Order Form, or Applicable Laws.

- (e) Security Deposit Amount to be Maintained: The Customer shall maintain the Security Deposit amount at all times throughout the term of these Terms and Conditions and the relevant Order Form. If any part of the Security Deposit shall be applied by the Provider under these Terms and Conditions, or if the Security Deposit amount is increased by the Provider under the relevant Order Form or these Terms and Conditions, then the Customer shall within seven (7) calendar days of demand by the Provider transfer to, or deposit in cash with, the Provider the additional amount required to maintain the Security Deposit amount.

5.3 Undertaking to make Prompt Payments: The Customer agrees to make all payments in full on a prompt basis, and agrees that any disputes concerning invoiced amounts shall not be a reason for late payment.

5.4 Taxes: Unless otherwise stated, the Service Charges and all other monies payable by the Customer to the Provider under the relevant Order Form or these Terms and Conditions are exclusive of tax. The Customer agrees to pay all commercial tax (as well as any other tax required under Applicable Laws to be imposed on the monies paid to the Provider under the relevant Order Form or these Terms and Conditions from time to time) which shall be in addition to the Service Charges or any other amounts due hereunder.

5.5 Regulatory Fees: The Customer shall reimburse the Provider for any regulatory fees charged to the Provider by any relevant governmental authorities for the Customer's use of the Services. In the event that any regulatory fees are imposed on the Provider in respect of the Services provided, the Provider shall provide the Customer with an invoice for such regulatory fees, and the Customer shall pay such invoice within fourteen (14) calendar days of the date of such invoice.

5.6 Increase in Cost: In the event of any change in Applicable Laws, decision, rule or order that increases the costs or other terms of delivery of the Services, the Provider and the Customer will mutually agree upon the rates to be charged to the Customer to reflect such increase in cost and, in the event that the Parties are unable to reach agreement respecting new rates within thirty (30) calendar days after the Provider's delivery of written notice regarding the increases in costs or other terms of delivery of the Services, then:

- (a) the Provider may pass such increased costs through to the Customer; and
- (b) if the Provider elects to pass such increased costs through to the Customer, the Customer may terminate the Services without further liability, except for liabilities incurred prior to termination, by delivering a written notice of termination no later than thirty (30) days after the effective date of the rate increase.

5.7 Modification to Service Charges: The Provider reserves the right to change or modify, in its sole discretion, the Service Charges, at any time upon giving the Customer one (1) month written notice. If the Customer does not agree to the revised Service Charges, the Customer may terminate the Services by giving the Provider a written notice, and such termination shall take effect on the start of the next calendar month.

5.8 Late or Unpaid Payments: Without prejudice to the rights, powers and remedies of the Provider, the Customer shall pay to the Provider interest on any monies due but unpaid by the Customer to the Provider (whether or not formal demand has been made) at the rate of 2.5% per month on a compounded

basis, calculated daily from the date such payment is due until the date the actual payment is made (“**Interest**”). Such Interest is to be computed from the due date for the payment of the monies in respect of which the Interest is chargeable until payment of such monies in full (before as well as after judgment) and shall be payable upon demand by the Provider, and to be recoverable in like manner as the Services Charges in arrears without prejudice to any other right, remedy and power of the Provider.

6. SERVICE EQUIPMENT

6.1 Applicability of this Clause: This Clause 6 (*Service Equipment*) shall only be applicable if the Customer has agreed under the relevant Work Order to lease and use the service equipment provided by the Provider for purposes of the Customer using or accessing the Services (the “**Service Equipment**”).

6.2 Installation of Service Equipment:

- (a) By submitting a duly-signed Order Form, the Customer is deemed to have requested for the Provider to visit the premises as designated by the Customer in the relevant Order Form (the “**Customer Premises**”) to take actions to install the Service Equipment, including but not limited to drilling the walls to mount the Service Equipment and laying cables to the Customer Premises (but not including in-building cabling).
- (b) The Provider’s appointed sub-contractor, agent or representative (collectively, the “**Provider’s Representatives**”) or the Provider will contact the Customer to mutually agree on the date and time for the installation of the Service Equipment.
- (c) If an installation time and date has been fixed, Customer shall inform the Provider three (3) calendar days prior to the appointment date if the Customer needs to reschedule the installation. An administrative fee of 40,000 MMK shall be charged by the Provider for each rescheduling.
- (d) If installation does not occur within thirty (30) calendar days from the date of the relevant Order Form, then the Provider may, at its sole discretion, terminate the relevant Work Order and these Terms and Conditions, and forfeit the entire amount of the One-time Service Charge without any refund to the Customer.
- (e) Additional installation charges may apply depending on the locations and conditions of the Service Equipment to be installed, provided that installation shall only proceed if the Customer is first informed of, and consents to, such additional charges.

6.3 Use of Service Equipment:

- (a) As a condition for the continued lease and use of the Service Equipment, the Customer shall pay the Monthly Service Charge.
- (b) The Customer acknowledges that the Provider retains all rights, titles and interests in the Service Equipment at all times, unless agreed in writing by the Parties, and that the Provider may in its absolute discretion, change, replace or remove the Service Equipment from time to time by notifying the Customer. The Customer shall not have the right to resell, sublease, release, create or incur, or permit to exist, any lien or encumbrance with respect to the Service Equipment, transfer the Service Equipment to any other person, or move the Service Equipment from the location at which it is first installed.
- (c) The Customer shall use and maintain the Service Equipment in a careful and proper manner according to the relevant product specifications, and shall comply with and conform to all Applicable Laws in any way relating to the possession, use or maintenance of the Service Equipment. In addition, the Customer shall:

- (i) take reasonable steps to ensure the security and safety of the Service Equipment; and
 - (ii) notify the Provider immediately of any damage, fault, theft or loss of the Service Equipment; and
 - (iii) comply with all instructions notified by the Provider to the Customer to protect the Provider's ownership of the Service Equipment; and
 - (iv) not connect any equipment or service to any Service Equipment, or otherwise interfere with any Service Equipment, except as expressly authorised in writing by the Provider.
- (d) The Customer shall be liable to the Provider for any loss or damage to the Service Equipment except if such loss or damage is caused by the Provider or the Provider's Representatives. The Provider shall not be liable to replace the lost or damaged Service Equipment until and unless the Customer reimburses the Provider in full for such loss or damage.
- (e) The Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with the Provider's Network or the Service Equipment, without the prior written consent of the Provider.
- 6.4 Access to Customer Premises:
- (a) The Customer is deemed to have the full authorisation, or otherwise had obtained all required consents and authorisation, to allow the Provider or the Provider's Representatives safe and prompt access to the Customer Premises as required by the Provider or the Provider's Representatives to inspect, test, reconfigure, modify, install, provide, maintain, repair or remove the Service Equipment or the Services at the specific time and date as mutually agreed, and the Customer hereby indemnifies the Provider and the Provider's Representatives from (i) any and all claims and proceedings that may be brought against them in such aspect; and (ii) all costs, expenses, loss or damages suffered by them in respect of any such claims and proceedings.
 - (b) If the Customer does not provide access to the Customer Premises as required under this Clause 6.4, or if such access is withdrawn for any reason, then the Provider will not be responsible for the installation, provision, operation or maintenance of the Services for the period that the Provider is unable to have access to the Customer Premises.
- 6.5 Power Supply: The Services and the Service Equipment can only be used in conjunction with an adequate and correct power supply according to the relevant product specifications, which shall be the sole responsibility of the Customer. The Customer acknowledges that, in the event of a loss of power supply, the Service Equipment and the Services would not function, and that the Provider shall not be liable for any loss or damages suffered by the Customer due to the non-functioning of the Service Equipment and the Services during such loss of power supply.
- 6.6 In-Building Cabling: The Customer shall be solely responsible for providing in-building cabling within the Customer Premises to be connected to the Service Equipment. The Customer acknowledges that, in the event of inadequate in-building cabling, the Service Equipment and the Services would not function, and that the Provider shall not be liable for any loss or damages suffered by the Customer due to such non-function.
- 6.7 Collection and Return of Service Equipment:
- (a) Upon termination of these Terms and Conditions, the Customer is liable to return all the Service Equipment, and the Provider's Representatives will contact the Customer to mutually agree on the date and time for the collection and return of the Service Equipment.

- (b) In the event that the Customer damages or loses the Service Equipment, the Customer shall have breached these Terms and Conditions, and shall be liable to reimburse the Provider for the full cost of the Service Equipment under Clause 5.2(d) within three (3) calendar days, which may be deducted from the Security Deposit by the Provider in its absolute discretion.

7. GIFT EQUIPMENT

7.1 *Applicability of this Clause:* This Clause 7 (*Gift Equipment*) shall only be applicable if the Customer has agreed under the relevant Work Order to accept as a “free gift” (subject to conditions) the equipment provided by the Provider to the Customer at no additional cost for purposes of the Customer using or accessing the Services (the “**Gift Equipment**”).

7.2 Title to the Gift Equipment shall pass to the Customer upon its physical receipt of the Gift Equipment, and in the event that:

- (a) the Customer fulfils all its obligations to the Provider for the full contracted time period as agreed, then payment for the Gift Equipment shall be waived by the Provider; or
- (b) the Customer does not fulfil its obligations to the Provider for the full contracted time period as agreed, then the Customer shall be liable to immediately pay to the Provider the full cost of such Gift Equipment, notwithstanding any other costs, damages or monies owing by the Customer to the Provider under or in respect of these Terms and Conditions, and such retail cost of Gift Equipment shall be due and owing to the Provider and be recoverable in like manner as Service Charges in arrears without prejudice to any other right, remedy and power of the Provider.

8. SUSPENSION, DISCONNECTION AND TERMINATION

8.1 The Provider hereby reserves the right, in its sole discretion, to suspend, disconnect or terminate the Services, temporarily or permanently, with immediate effect, under any of the following circumstances:

- (a) the Provider is of the opinion that the Customer has used, is using, or will use the mobile equipment, or computer or services in a manner which is not permitted under these Terms and Conditions; or
- (b) the Provider is of the opinion that the Customer’s user name and/or password was used, is being used, or will be used to access the Services in contravention of these Terms and Conditions and/or Applicable Laws; or
- (c) the Provider is of the opinion that the Customer’s user name and/or password was obtained by another person in an unauthorised, illegal, improper or fraudulent manner; or
- (d) the Provider is of the opinion that continued use of the Services by the Customer is liable to cause death or personal injury or damage to property; or
- (e) if any monies payable under the relevant Order Form or these Terms and Conditions remain unpaid for fourteen (14) calendar days from its due payment date; or
- (f) other than sub-clause (e) above, if the Customer breaches any other provisions under these Terms and Conditions and such breach, if remediable, has not been remedied by the Customer within three (3) calendar days of such breach; or

- (g) the Provider is of the opinion that the Customer's payment of the Service Charges is unauthorised, including but not limited to the use of stolen or otherwise barred or false debit or credit card, or if the debit or credit card transaction is at some time charged back to us, or if the bank transfers originate from a bank account alleged to be hacked into, or if the Provider is informed that such bank transfers are void, erroneous or unauthorised; or
- (h) the Provider is informed by the Customer that the Service Equipment has been broken, or lost or stolen; or
- (i) the Customer does anything, or allow anything to be done, that the Provider believes may damage or affect the operation or security of the Services; or
- (j) the Customer becomes bankrupt or make any arrangement with its creditors, or the Customer goes into liquidation or if an administration order is made or a receiver is appointed over any of the Customer's assets; or
- (k) the Provider is permanently or temporarily unable to provide the Services to the Customer; or
- (l) in an emergency or where required in order for the Provider and/or the Customer to comply with an order, instruction or request of relevant government authorities; or
- (m) in the occurrence of a Force Majeure Event; or
- (n) the Provider is not permitted to provide, or may incur liability in its provision of, the Services to the Customer, by way of Applicable Laws or instructions, policies or directives from relevant government authorities.

If in the sole opinion of the Provider, any of the circumstances under Clause 8.1 is not due to any fault of the Customer, the Provider shall use its reasonable endeavours to reconnect the Customer to the Services when possible.

8.2 *Suspension Request by Customer:* The Customer may make a request to the Provider to suspend the Services on a temporary basis, provided that such suspension period shall not be more than fourteen (14) calendar days, and approval of such suspension request shall be at the Provider's absolute discretion. Upon the Provider's approval of the requested suspension, the number of days during which the suspension takes place shall be credited against the payable Service Charges by the Customer to the Provider in the next calendar month.

8.3 *Termination by the Provider:* The Provider may in its absolute discretion, terminate the Services under the following circumstances:

- (a) by giving one (1) month's prior written notice to the Customer; or
- (b) with immediate effect, if the Services are suspended for more than fourteen (14) calendar days under Clause 8.1 due to the fault of the Customer, in the sole opinion of the Provider; or
- (c) in accordance with Clause 4; or
- (d) if the Customer breaches any other provisions under these Terms and Conditions and such breach is not remediable; or

- (e) with immediate effect, if the Customer is a subject of any proceeding in bankruptcy, reorganization, insolvency, liquidation or receivership (or comparable event under the laws of the jurisdiction in which the Customer is incorporated).

8.4 Termination by the Customer: The Customer may terminate the Services under the following circumstances, provided that all monies owed by the Customer to the Provider under the relevant Order Form and these Terms and Conditions have been fully paid to the Provider:

- (a) in accordance with Clause 4, Clause 5.7, or Clause 5.6(b); or
- (b) with immediate effect, if the Provider is a subject of any proceeding in bankruptcy, reorganization, insolvency, liquidation or receivership (or comparable event under the laws of the Republic of the Union of Myanmar).

8.5 Effects of Termination:

- (a) Termination of these Terms and Conditions shall not waive any breach of these Terms and Conditions by any Party, nor affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.
- (b) Upon termination, the Customer shall immediately pay to the Provider all unpaid Service Charges, monies, losses, damages in respect of the relevant Work Order or these Terms and Conditions which was due and owing at or before the date of termination.
- (c) For the avoidance of doubt, upon termination, the Customer shall not be entitled to any refund or credit for Service Charges that were previously paid if the Services were terminated by the Customer, or terminated by the Provider under Clause 8.3(a).
- (d) Upon termination, the Services shall immediately terminate and the Customer shall allow the Provider and the Provider's Representatives to enter the Customer Premises to collect the Service Equipment. Any damaged or lost Service Equipment shall be reimbursable in full by the Customer within three (3) calendar days, which may be deducted from the Security Deposit at the Provider's absolute discretion.
- (e) Clauses 2.3, 8.5, 9, 12, 13 shall survive termination.

9. LIMITATION OF LIABILITY

9.1 The Customer acknowledges that the Service Equipment is not manufactured, assembled or produced in any way by the Provider, and agrees that the Provider hereby specifically disclaims any representations or warranties, express or implied, regarding the Service Equipment, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any implied warranties arising from course of dealing or course of performance, and the Customer hereby waives any and all liability on the part of the Provider for any direct or indirect loss or damage arising out of any malfunction, defect or performance issues with the Service Equipment.

9.2 The Provider shall not be liable for any loss or damages suffered by the Customer, including:

- (a) any indirect, punitive, special, consequential, incidental, punitive or exemplary damages, including without limitation: lost profits or loss of revenue; costs of delay; loss or damage of information, programme(s), data; or documentation; or restoration costs; arising out the usage of the Services and the Service Equipment, or the performance or non-performance of the Provider, under any contract, negligence, strict liability or other legal or equitable theory; or

- (b) any loss of business or opportunities; or
- (c) loss or damage caused by the use of Service Equipment and the Services; or
- (d) any loss or damage that is not directly and solely caused by the Provider; or
- (e) any claims against the Customer by any third party.

9.3 The Customer acknowledges and agrees that the Provider shall not be liable for any temporary interruption which may occur in its provision of the Services. In addition, the Customer acknowledges and agrees that the Provider has no control over any third-party network that the Customer may access in the course of the Customer's use of the Services, and therefore, delays and disruptions of other network transmissions are beyond the control of the Provider and the Provider will not accept any liability or responsibility for any such delays or disruptions.

9.4 Any total liability of the Provider towards the Customer under the relevant Order Form and these Terms and Conditions shall be cumulatively limited to a maximum of the average Monthly Service Charges actually paid by the Customer to the Provider in the last 3 months.

9.5 *Indemnity:* The Customer agrees to indemnify and save harmless the Provider, the Provider's Representatives, their respective group companies, subsidiaries, affiliates, and their respective stakeholders, directors, officers, employees, agents and representatives from any and all damages, losses, expenses, costs and liabilities including any direct, indirect or consequential losses, profit loss, reputational loss and all interests and penalties whatsoever suffered by any of them directly or indirectly resulting from the breach of these Terms and Conditions, the relevant Order Form, or Applicable Laws, by the Customer (or any person using the Services or the Service Equipment through the Customer, and such person's action which, if it were a party to these Terms and Conditions and the relevant Order Form, shall constitute a breach, then the Customer shall be deemed to have committed such breach).

10. AMENDMENT TO THESE TERMS AND CONDITIONS

The Provider may, at its sole discretion, at any time, amend these Terms and Conditions. Such amendments to these Terms and Conditions will be notified to the Customer by giving written notice at least one (1) month notice in advance. If the Customer does not agree to the amendment to these Terms and Conditions, the Customer must give the Provider one (1) month prior written notice to terminate the Services, these Terms and Conditions and the relevant Order Form. Continued use by the Customer after notification of the amendment(s) shall be deemed to be acceptance by the Customer of such amendment(s).

11. HANDLING OF INFORMATION AND DATA

11.1 During the performance of the Services, it may be necessary for the Provider to transfer, process and store all billing data, utilisation data and other data of the Customer's which are necessary or desirable for the Provider's operation of the Provider's Network and for the performance of the Provider's obligations under these Terms and Conditions. The Customer hereby acknowledges and consents to the Provider's (a) transfer, storage and processing of such data, whether in the Republic of the Union of Myanmar or in other jurisdictions; and (b) use of such data for the Provider's own internal purposes and as allowed by Applicable Laws.

11.2 Further, the Customer acknowledges and agrees that the Provider and the Provider's Representatives has the right to use the personal data of the Customer supplied to the Provider for the following purposes,

for which the Customer shall be deemed to have provided its full explicit and informed consent:

- (a) managing the Customer's account with the Provider, carrying out customer care activities and training of the Provider's Representatives, including monitoring calls, emails or text messages sent by the Customers to the Provider; or
- (b) monitoring the quality and security of the network, and testing and maintaining the Provider's IT systems; or
- (c) analysing the Customer's use of the Services for marketing purposes, including, but not limited to the Customer's browsing history and use of the Provider's website.

12. MISCELLANEOUS

- 12.1 **Force Majeure:** If part or all of any Party's obligations under these Terms and Conditions cannot be performed due to a Force Majeure Event, such Party shall inform the other Party of the nature of and circumstances of such Force Majeure Event, as well as, where possible, any remedial measures that have been taken in the meantime to minimise the effects of such Force Majeure Event. A Party shall not be responsible for any failure or delay in the performance or discharge of its obligations under these Terms and Conditions and the relevant Order Form that may be caused by a Force Majeure Event, and shall not be liable for any damages, costs, expenses, loss or compensation as a result of such Force Majeure Event. A "**Force Majeure Event**" as used in these Terms and Conditions shall comprise any of the following: rebellion; insurrection; riots; civil disturbances or unrest; actual or threatened hostilities, war or insurgency; actual or threatened acts of terrorism; cables being cut or broken, power outages, acts of governments (including, without limitation, adverse changes in legislation, delay, denial or change of consents or, approvals, change in policies and practices); blockade; sabotage; strike; lockout; labour disputes; disease and epidemics; earthquake; storm, flood or other adverse weather conditions; natural phenomena or calamities; explosion; fire; accidents; or acts of God or any public enemy and any other cause similar to the kind herein enumerated which are not within the control of a Party and which by the exercise of due care and diligence such Party is unable to overcome.
- 12.2 **Order Form to prevail over these Terms and Conditions:** In the event of any conflict, inconsistency, ambiguity or discrepancy between these Terms and Conditions and the relevant Order Form, the relevant Order Form to the extent of the conflict, inconsistency, ambiguity or discrepancy shall prevail and these Terms and Conditions will be taken to be read and interpreted accordingly.
- 12.3 **No Assignment:** The Customer shall not assign, transfer, dispose of, declare a trust over or otherwise transfer or give the whole or part of its interest in or otherwise grant any interest of any kind in any of its rights under the relevant Order Form and these Terms and Conditions to any person or entity.
- 12.4 **Invalidity or Severability:** If any part of these Terms and Conditions shall be held invalid, illegal or unenforceable in any respect, such part shall be modified, as may be necessary, for the same to be held valid, legal, and enforceable, while giving full effect to the Parties' intention. In case any part of these Terms and Conditions shall be held invalid, illegal or unenforceable in any respect, and is incapable of modification as stated above, the validity, legality and enforceability of the remaining parts of these Terms and Conditions shall not in any way be affected or impaired thereby.
- 12.5 **Relationship of the Parties:** The relationship of the Parties is one of independent contractors. Nothing in these Terms and Conditions is intended to constitute a fiduciary relationship or an agency, partnership, franchise or trust and neither Party has the authority to bind the other Party.
- 12.6 **Language:** These Terms and Conditions are in the English language only, which shall be the only official

language version.

- 12.7 **Entire Agreement:** These Terms and Conditions, together with the relevant Order Form, constitutes the entire understanding of the Parties related to the subject matter hereof, of which all other written or oral agreements, understandings, communications or practices between the Provider and the Customer shall not be deemed to be a part.
- 12.8 **Cumulative Rights:** Except as expressly provided in these Terms and Conditions, the rights of a Party under these Terms and Conditions are in addition to and do not exclude or limit any other rights or remedies provided by Applicable Laws.
- 12.9 **Waiver of Rights:** A condition of these Terms and Conditions, or a right created by it, may only be waived by a Party by giving notice and the failure to exercise or any delay in exercising a right or remedy provided by these Terms and Conditions or by Applicable Laws does not constitute a waiver of the right or remedy. A waiver of a breach of any of these Terms and Conditions or of a default under these Terms and Conditions does not constitute a waiver of any other breach or default and will not affect any other provision of these Terms and Conditions.
- 12.10 **Confidentiality:**
- (a) Save as stated otherwise under the relevant Order Form or these Terms and Conditions, each Party shall, and shall procure that its affiliates and members of its group as well as their respective directors, officers, stakeholders, employees, agents and representatives shall, during the Initial Term or Renewal Term, treat as strictly confidential and not disclose or use (i) the existence and contents of the relevant Order Form and these Terms and Conditions and any related matters, for any purpose; or (ii) any confidential information received or obtained as a result of the matters contemplated under the relevant Order Form and these Terms and Conditions.
 - (b) The confidentiality obligations under this Clause does not apply to confidential information that:
 - (i) is required to be disclosed under any law, regulatory requirements or the rules of stock exchange on which the recipient's securities are listed;
 - (ii) is in the public domain otherwise than as a result of a breach of these Terms and Conditions or another obligation of confidence; or
 - (iii) is already known by the recipient independently of its involvement in these Terms and Conditions or interaction with the other Party and free of any obligation of confidence.
- 12.11 **No Third Party Rights:** These Terms and Conditions are for the sole benefit of the Parties. Nothing expressed or implied in these Terms and Conditions shall give, or be construed to give, any person (including, but not limited to, any third party user, any customers of the Customer or any other user of the Services) other than the Parties themselves any legal or equitable rights, remedies or causes of action hereunder or in respect hereof.
- 12.12 **Headings for Reference Only:** The headings of Clauses and sub-clauses in these Terms and Conditions are for convenience of reference only and are not intended to restrict, affect or influence the interpretation or construction of provisions in such Clause or sub-clause.
- 12.13 **Notices:** All notices, demands or other communications required or permitted to be given under these Terms and Conditions must be in writing, and shall be sufficiently served on a Party if delivered personally or sent by registered or non-registered post to the address of the Customer as specified on the relevant Order Form. Any notice, demand or other communication to the Tenant shall be deemed to have been

duly served immediately, if delivered by personally or via registered post, or twenty-four (24) hours after posting, if given by non-registered post. In proving the posting of the letter it shall be sufficient to show that the envelope containing the same was duly addressed, stamped and posted.

12.14 Non-applicability of Rule of Construction: The rule of construction that these Terms and Conditions shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of these Terms and Conditions shall not apply.

12.15 Counterparts: These Terms and Conditions may be executed in counterparts, each of which when executed and delivered shall be deemed an original. All of such counterparts shall constitute one and the same instrument.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 These Terms and Conditions and any disputes or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of the Union of Myanmar. The Shareholders irrevocably agree that the courts of the Republic of the Union of Myanmar shall have jurisdiction over any dispute arising from or in connection with this agreement or relating to any non-contractual obligations arising from or in connection with these Terms and Conditions.

13.2 The Parties hereto acknowledge that these Terms and Conditions are commercial in nature, and each Party hereto expressly and irrevocably waives any claim or right which it may have to immunity (whether sovereign immunity, act of state or otherwise) for itself or with respect to any of its assets in connection with an arbitration, arbitral award or any other proceeding to enforce these Terms and Conditions, including, without limitation, immunity from service of process, immunity of any of its assets from pre- or post-judgment attachment or execution and immunity from the jurisdiction of any court or arbitral tribunal.

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