

Pre Paid Terms and Conditions

Definitions

The following words and expressions shall have the following meanings:

“Accessories” means any products approved by Orange which the Customer uses in conjunction with the phone. They include (without limitation) batteries, chargers, car kits, headsets and carry cases;

“Account” means Orange records of the Subscriber payments and outstanding Charges, the application forms and the personal details of the Subscriber;

“Activation” means the instant at which the Subscriber is able to make use of the Network Services.

“Agreement” means the terms and conditions described herein which are binding on both the Subscriber and Orange;

“Charges” means the Usage Charges and any other Charges pertaining to the provision of the Network Services, SIM Cards and any other services howsoever described, by Orange to the Subscriber, as updated from time to time;

“Connection” means the process of giving the Subscriber access to a Service;

“Disconnection” and **“Re-connection”** have a corresponding meaning;

“Connection Charge” means the charge levied by Orange on the Subscriber in consideration for the activation of the Subscriber’s SIM card;

“Covered Zone” means the geographical perimeter within Botswana where Orange is able to provide the Services or any other Orange Additional Services;

“Network” means the cellular telecommunications system operated by Orange that makes Services available in Botswana;

“Orange Additional Services” means secondary Services including but not limited to Roaming, browsing the internet, downloading from the internet, international calling, or any other services which cost extra;

“Orange” means Orange Botswana (Pty) Limited or any organisation that may succeed as the assignee of this Agreement;

“Peer to Peer” means the illegal downloading of services from the internet using applications such as Emule, Kazaa, MiniNova Client or any other similar applications;

“Prepaid Price Guide” means a publication which lists Orange’s current Charges and which is updated from time to time, which publication is available on request;

“Registration” means record and acceptance of the subscriber’s application for Services by the Subscriber providing personal details, including but not limited to, full name, address,

occupation/profession, identity number and mobile number and in accordance with the Botswana Telecommunications Authority's guidelines issued from time to time. "**Register**" shall have a corresponding meaning.

"**Roaming**" means an optional service which allows the Subscriber to use their phone on other operators' networks, usually in foreign countries;

"**Services**" means network and other Services, including Orange additional services, provided or procured by Orange for the Subscriber's to use;

"**SIM**" means a card or other device which contains the Subscriber's personal mobile number and which is programmed to allow the Subscriber, using his Terminal Equipment, to access the Network;

"**Subscriber**" means a member of the public who has been connected to the Orange Network. "**Customer**" shall have a corresponding meaning;

"**Suspension**" means the temporary disconnection of Services, "Suspend" shall have a corresponding meaning;

"**Terminal Equipment**" means a terminal and accessories used by the Subscriber to send/or receive messages or connect to the network, voice, data or otherwise, conveyed over the Network;

"**User**" means the Subscriber, or another person named by the Subscriber, who is authorised to incur charges to the Subscriber's account;

2. Commencement and Duration

This agreement shall commence on the date of Activation, and shall continue in force until terminated by either Orange or the Subscriber in accordance with its terms.

3. Provisions of Services

3.1 Orange will use reasonable efforts to make the Services available to the Subscriber at all times. The Services are available only within the range of base stations which form the Network. Quality and availability of the Services may be affected by factors outside our control such as local physical obstructions, atmospheric conditions and other causes of radio interference or faults in other telecommunication networks to which the Network is connected.

3.2 Some Additional Services may only be available in certain geographical areas (the Covered Zone), in cases where the Subscriber is outside the Covered Zone they may experience no Services at all or poorer quality Service than they would normally receive in a Covered Zone. Where Network usage is high, the Covered Zone may be reduced in size which may have the same effect as stipulated above. The Subscriber shall have no claim against Orange in respect of the circumstances stipulated in this Clause.

3.3 Orange cannot guarantee good quality services when the Subscriber is roaming and shall not be liable for any claims related to the quality of services, usage of services, charges incurred or any other issues related to the provision of the services while the Subscriber is roaming.

3.4 It is the Subscriber's obligation to always enquire as to whether the Service they require falls within the Covered Zone as some Services can only function within certain geographical areas. The Subscriber shall have no claim including refunds, against Orange for non-functional Services due to geographical location. This shall include circumstances where the Subscriber has already Registered for the Service.

3.5 The Network and the Services may from time to time require upgrading, modification, maintenance and other works (including but not limited to works required for security reasons), or may be affected by unforeseen events which may result in partial or non-availability of the Services. Orange will use all reasonable efforts to provide back-up Services and keep all such periods of non-availability to a minimum but some interruptions may be inevitable.

3.6 Orange may from time to time record conversations between the Subscriber and Customer Services for training purposes only. For the purposes of good management and security, Orange may need to record and monitor the contents of any voice conversation, text message, electronic mail or any other data communication the Subscriber sends from time to time.

3.7 Orange may suspend the services in whole or in part at any time without notice if the Subscriber does not comply with any of these terms and conditions or if any money owed by the Subscriber to Orange whether in relation to Services or not remains unpaid.

4. Charges and Payments

4.1 In consideration for the provision of the Network Services, SIM Cards and any other Services supplied by Orange to the Subscriber, the Subscriber shall pay Orange the applicable Charges, as detailed in the Prepaid Price Guide, whether or not the Network Services have been, or are being used by them.

4.2 The minimum billing period for international calls is thirty (30) seconds and calls longer than thirty (30) seconds are billed per second thereafter. Charges are in thebe.

4.3 Data charges shall start when the Subscriber first connects to the to the data services. Orange shall not be liable for any claims related to charges incurred related to the provision of data services, even where Services are interrupted.

4.4 Orange may vary or increase any of these rates and charges, either in whole or in part without recourse to the Subscriber. Orange may give the Subscriber notice, but is under no obligation to do so.

5. Orange's Right To Terminate Services

5.1 Orange may disconnect the Subscriber's Services and refuse to re-connect it any time in whole or in part immediately by notice to the Subscriber if:

5.1.1 the Subscriber fails to comply with any of these terms and conditions; or

5.1.2 for whatever reason Orange is unable to provide the Services.

6. Air-Time Expiry

Where a scratch card or airtime entered into the Subscriber's phone has an expiry date, any unused air time is forfeited and is not refundable.

7. Promotions

All Orange promotions are carried out at our own discretion and we reserve the right to suspend, withdraw or terminate any promotions without notice.

8. Suspension of Services

8.1 Orange may suspend some or all of the services the Subscriber uses without giving the Subscriber notice if;

8.1.1 the Subscriber fails to perform any of his obligations in terms of this Agreement or breaches any of the terms of this Agreement (in which event Orange may suspend the use of the Subscriber's Terminal Equipment);

8.1.2 a complaint has been made against the Subscriber. Such complaints shall be thoroughly investigated, and the Services shall remain suspended until Orange knows the results of that investigation. Any complaint the Subscriber makes shall similarly be thoroughly investigated.

8.1.3 any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the Network Services or the Network;

9. Disconnection of Service

In the event that the Subscriber breaches a material term of this Agreement, Orange reserves the right to disconnect or deactivate the Subscriber from Network Services without notice

10. Termination of Contract

10.1 Orange may terminate the Subscriber's Contract immediately at any time, in whole or in part, by giving the subscriber notice if:

10.1.1 Orange has a good reason to believe that the Subscriber has breached or is in breach of these terms and conditions;

10.1.2 Orange has a good reason for believing that any information the Subscriber has given through Registration, is false or misleading or if the Subscriber refuses to furnish Orange with information required by Orange for administrative purposes or any other purposes as may be required by law or regulation.

10.1.3 the Subscriber is proved to have committed a crime against Orange or its Employees

11. Subscriber Obligations

11.1 The Subscriber agrees:

11.1.1 not to use the Services for improper, immoral, fraudulent or unlawful purposes or for sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature;

11.1.2 not to cause, or knowingly allow others to cause, any nuisance annoyance or inconvenience whether to Orange or to any of Orange's Subscribers which shall include the use of the Network for the persistent sending of unsolicited communications without reasonable cause;

11.1.3 not to act in a way, whether knowingly or otherwise, in such a manner that could cause the Network to be impaired, damaged or jeopardized;

11.1.4 to use a Phone, Accessories and/or Terminal equipment approved for use with the Network and comply with all relevant legislation or regulations relating to its use;

11.1.5 to comply with any reasonable instructions issued by Orange which concern the Subscriber's use of the services and co-operate with Orange in its reasonable security and other checks (Which may include Orange making phone calls to the Subscriber).

11.1.6 to ensure that the Subscriber's mobile number is registered with Orange immediately after Activation of his/her SIM. Orange reserves the right to disconnect any Subscriber without notice where his/her SIM is not registered.

11.1.7 that where there are one or more users other than the Subscriber under this contract, the Subscriber shall remain responsible for ensuring that the Services are used in accordance with this Agreement.

11.1.8 they shall not knowingly distribute malicious codes, such as viruses, worms, trojans, etc which has infected their device by any means; Orange shall not be liable for the Subscribers reception of viruses, spam or any other harmful programmes received through the Network;

11.1.9 the Subscriber shall not use any of the Additional Services for Peer to Peer communication in every form and voice over IP, failure by the Subscriber to adhere to the conditions of this Clause shall result in Orange terminating or suspending the Services;

11.1.10 at all times to ensure that children do not access the Services to view adult material or any other material that may be harmful or is unsuitable for children to view. This Clause shall apply to those Services which allow access to the internet or any other platform that may carry explicit content.

11.2 Information Supplied by the Subscriber

11.2.1 By Registering, the Subscriber represents to Orange that the name, address and other factual information which the Subscriber provides is all correct;

11.2.2 The Subscriber acknowledges that if Orange suspects on reasonable grounds that the information supplied to it is without the knowledge of the person named or that an application is unauthorized or contains false particulars, for the protection of Orange's Subscriber's and the network, Orange may disconnect services to the Subscriber's phone while investigations are ongoing. If Orange's suspicions prove groundless, Orange will reconnect Services immediately.

11.2.3 The Subscriber shall have no claims against Orange in respect of any disconnection caused as a result of the operation of this clause.

12. SIM Card

12.1 Any SIM card that Orange supplies to the Subscriber shall remain the property of, Orange however, the Subscriber shall be responsible for its safe keeping.

12.2 All risk in and to the SIM Cards supplied and delivered by Orange to the Subscriber shall pass to the Subscriber on delivery. Orange shall replace any SIM card found to be defective by reason of faulty workmanship or design free of charge within 30 days of delivery to the Subscriber, (thereafter it shall be at the cost of the Subscriber) but may charge for replacing or renewing a SIM card in any other circumstances.

12.3 Orange reserves the right to recall any SIM card from the Subscriber at any time to enhance or maintain the quality of the Services; the subscriber must inform Orange immediately in the event that a SIM card is damaged.

12.4 The software in the SIM card is either owned by or licensed to Orange which grants the Subscriber a non- exclusive license to use it for accessing the services only.

12.5 If a SIM Card is stolen or lost, the Subscriber shall immediately notify Orange in writing, and until notification, the Subscriber shall be liable for all costs and charges pertaining to the SIM Card, and shall require the subscriber to pay a reasonable charge in respect of the cost of replacement. Loss, theft or damage and/ or the issue of a replacement SIM Card for any reason, shall not affect this Agreement which shall continue to be of full force and effect.

13. Phones

13.1 If the Subscriber's phone and Accessories (Terminal Equipment) are acquired by him outside of the operation of these terms and conditions, (unless they are acquired under part two of this agreement) such Terminal Equipment shall remain the property of the Subscriber.

13.2 Any insurance or warranty relating to the Subscriber's Phone must be purchased by the Subscriber separately of these terms and conditions.

13.3 The Subscriber must inform Orange immediately in the event that the SIM card or the Subscriber's phone is lost or stolen or damaged so that orange may suspend the account and /or blacklist the phone.

14. Changes and amendments

Orange reserves the right to vary these terms and conditions and the charges from time to time with or without notice to the Subscriber.

14. Cession and Assignment

14.1 The Subscriber's rights and obligations in terms of this Agreement may not be ceded or delegated by the Subscriber to any third party.

14.2 Orange will not knowingly Re-connect a mobile number or any Terminal Equipment owned by the Subscriber to the Orange Network at the request of someone other than the Subscriber unless it is at least three (3) months since the Subscriber last connected to the Network and the person requesting Re-connection is able to correctly identify the Subscriber's account confidential information. Orange shall not be liable for any claims related to the reconnection of such services and it is the sole responsibility of the Subscriber to ensure he/she is regularly connected to the network Services to avoid his/her number being reconnected to someone other than the Subscriber.

14.3 Orange may assign its rights and obligations under these terms and conditions

15. Liability

15.1 Orange shall not be liable to the Customer:

15.2.1 for any loss or damage whether indirect or consequential arising out of any loss of data caused by viruses, malicious code such as worms, trojans etc. or for any other loss or damage which is indirect and not reasonably foreseeable by us; or

15.2.2 for any business connected to the Customer whether in contract, tort (including negligence) or otherwise for any loss or damage whether indirect or consequential which is related to the Customer's business, including, without limitation, loss of profits, savings, loss of revenue or business interruption.

15.2.3 for any of his/her mobile number being recycled within three (3) months of non-use. It is the Customer's responsibility to ensure that his/her mobile number remains active as he/she shall not be entitled to any previous mobile number if recycled. Orange reserves the right to recycle any mobile number inactive for a period of three (3) months.

15.3 Subject to the provisions of this clause, the Subscriber's liability is limited to payment of all charges due in accordance with the provisions of this Agreement and the Prepaid Price Guide.

15.4 Notwithstanding anything else in these terms and conditions the subscriber shall be liable for any impacts arising from any malicious code, e.g. virus, worms, Trojans, etc, which has infected their device by any means;

15.5 The Subscriber shall be liable for any impacts arising from any configuration of their device settings (over the air or otherwise);

15.6 The subscriber shall be liable for any impacts arising from the hacking of their device through an external interface, e.g. Bluetooth, infrared, etc.

16. Orange Limitation of Liability

16.1 Orange shall not be liable to the Subscriber for any loss or damage suffered by the subscriber whether same is direct or consequential, if:-

16.1.1. Orange fails for any reason whatsoever to supply and or/ deliver and /or provide installation of any Terminal Equipment or SIM Cards or any other item including accessories ,either on the required date, or at all , and /or

16.1.2 The network Services are interrupted, suspended or terminated, for whatsoever reason and/ or

16.1.3 Such loss or damage was caused by any negligent act or omission on the part of Orange, its employees or its agents.

16.1.2 In any event, if the any of the provisions of section 15 or 16 are found to unenforceable, Orange's liability shall be limited, with respect to all claims made by the Subscriber, to two hundred and fifty pula (P250).

17. Disclosure of Information

17.1 The Subscriber agrees to the disclosure to any third party including any telecommunications company, debt collection agency, credit reference agency, of any information relating to this Agreement with Orange.

17.2 The Subscriber authorises Orange to disclose the information required as a result of an order of any Court of a competent jurisdiction or by a statutory authority.

18. General Provisions

18.1 Roaming relies on the telecommunications systems of foreign networks, over which Orange have no control. Orange cannot therefore offer any guarantees about roaming services.

18.2 Unless the Subscriber informs Orange otherwise, Orange may upon registration may make appropriate directory entries and shall allow the display of the Subscriber's mobile phone number for the same.

18.3 By his signature to this Agreement the representative of the Customer hereby acknowledges himself to be truly and lawfully bound, in his personal capacity as surety for and co-principal debtor in solidum with the Customer for the due performance of the Customer's obligations in terms hereof.

19. Notices

19.1 Any notice from Orange to the Subscriber will be deemed to have been served Forty-Eight (48) hours after posting or an earlier proof of delivery. All notices to be served in accordance

with these terms and conditions must be served by text message, electronic mail or by post or facsimile.

20. Waivers

20.1 Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it was given, it shall not in any way prejudice or prevent Orange from exercising any of its rights under this Agreement.

20.2 This Agreement and all matters or disputes arising there from or incidental thereto shall be governed and constructed in accordance with the laws of Botswana.

20.3 If Orange Botswana institutes legal proceedings against the subscriber to recover amounts due to Orange Botswana or takes any other legal steps arising out of this agreement, the subscriber shall be liable for legal and collection costs.