

Orange Postpaid Mobile Terms and Conditions

(Explanatory Note: If the subscriber purchases Terminal Equipment at a subsidized price from Orange Botswana or its agent, both Part 1 and 2 below shall apply, otherwise only the provisions of Part 1 shall apply)

Part 1: Subscriber Agreement

1. 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;

“Agreement” means the terms and conditions described herein which are binding on both the Subscriber and Orange; “Bar” means a block placed by Orange on some or all of the Services the Subscriber normally uses (except for calls to emergency services); “Charges” means the Connection Charges, Monthly Service Charges, 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 detailed in the Price List and 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

“Deposit” means refundable amount that Orange may ask the Subscriber to pay before we Connect or Re-connect them to the Network or before providing any Service;

“Minimum Term” means a period of 24 months, 12 months or 6 commencing on the date of Activation. The minimum term shall be dependent upon the Postpaid option that the subscriber chooses.

“Monthly Billing Date” means the day in each month on which the Subscriber’s billing Statement will be issued subsequent to Subscriber being Connected.

“Monthly Service Charge” means the monthly charge levied by Orange in consideration for the Subscriber’s access to and use of the Network Services as detailed in the Price List from time to time;

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

“Orange Additional Services” means services which are provided by Orange and may be optional to the subscriber including but not limited to roaming, international calling, content, data, itemized billing, family and friends, bundle of minutes or SMS to specific destinations or at certain hours or days or any other services which may cost extra whether they are supplied in conjunction with Price Plans or outside Price Plans;

“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.

“Price List” means the schedule of current prices as published and amended by Orange from time to time, which is available at the customer’s request. Where the Customer requires a tailor-made package a specific pricing structure will be provided.

“Price Plan” means a bundle of airtime, data and/or orange additional services and Supplementary Services offered by Orange for an agreed monthly payment;

“Registration” means Orange’s acceptance of the subscriber’s application for Services and Orange’s record of the Subscriber and user data prior to Connection, the term “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 telephone 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;

“Usage Allowance” means the specific bundle of airtime or volume of data measured in Megabit or in Gigabit that a customer is entitled to use or download on a monthly basis. Usage allowance is variable depending on the package that was chosen by the Customer. When a Customer has reached their Usage Allowance they shall be charged for any excess according to the tariff of their package. Roaming charges are excluded from the Usage Allowance and shall be charged at the applicable roaming rate.

“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

2.1 This agreement shall commence on the date of Activation, and shall, subject to the termination provisions of this Agreement, continue for the Minimum Term.

2.2 Upon the expiry of the Minimum Term, this Agreement shall continue automatically for an unlimited period unless terminated in accordance with its provisions.

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. Some of the Orange Additional Services may be ordered at the convenience and discretion of the Subscriber as and when allowed to do so. An instruction by formal written notification, by post or facsimile, by electronic mail, by text message, communication via the call centre, selection by USSD or any other means of communication that shall be considered valid and authenticate by Orange may be carried out to activate or deactivate such an Additional service. Orange shall not be held liable for any loss incurred by the Subscriber where the Subscriber has requested for the activation or deactivation of the Additional Service and the same is not effected. Additionally, any unused benefits that accompany such services shall not roll over to the next month;

3.4 Orange Additional Services shall be billed each month on top of the selected price plan once activated by the Subscriber until the same is deactivated. In the case of deactivation, deactivation shall take into effect after the next monthly billing date where the total amount charged for the Orange Additional Service shall be included. 3.5 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.

3.6 It is the Subscribers 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.

3.7 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. 8 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 monitor and record the contents of any voice conversation, text message, electronic mail or any other data communication the Subscriber sends from time to time.

3. 9 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 Price List, whether or not the Network Services have been, or are being used by them.

4.1.2 Orange may require payment of a deposit on signature of this Agreement, which may be refunded to the Subscriber at the termination of this Agreement or netted off against any amounts owed by the Subscriber.

4.2 Orange may vary or increase any 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. The Subscriber may not terminate this agreement prior to expiration of the Minimum Term due to the increase of tariffs.

4.3 The Subscriber shall make payment to Orange:-

4.3.1 for the supply and delivery of Terminal Equipment, SIM Cards, and installation in full, on presentation of an invoice and against delivery;

4.3.2 Roaming charges may be delayed and will not necessarily reflect on the Bill of the month which the Subscriber was roaming. The Subscriber shall however be liable to pay any such charges regardless of any delay.

4.3.3 Due to the reasons outlined at 4.3.2 above it is possible that the Subscribers Usage Allowance may be exceeded. The Subscriber shall however remain liable pay to any such charges regardless of whether a limit was applicable to their particular package or Price Plan for the Monthly Service Charges, monthly in advance, and of all other Charges, monthly in arrears, in full, within Thirty (30) days from the date of the relevant invoice.

4.4 Orange may at any time on a written reasonable notice to the Subscriber vary its invoicing and payment procedures and requirements.

4.5 Orange shall send the monthly accounts ("Bill") to the Subscriber at the address in the Orange Mobile Postpaid Application Form. The Subscriber shall check the bill in order to

ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of a bill within Thirty (30) days from the date thereof, it shall be deemed correct. Any queries after this period shall not be considered. If the subscriber does not receive their bill on a particular month, they shall contact Orange or go to the nearest Orange establishment to inform them, where upon the bill shall be made available to them. Not receiving the monthly bill does not exempt the Subscriber from paying any monthly charges.

4.5.1 Where the Subscriber exceeds the Usage Allowance of any Price Plan or PriceList, at any given period, they shall be charged in accordance with the applicable Price Plan. In the event that the Customer exceeds any applicable monthly Usage Allowance for any service, we shall charge applicable tariffs for that additional usage above the Usage Allowance. Orange will not be liable in any way for any malfunctioning of the credit limit service in any way.

4.5.2 If Orange is of the opinion that the Subscriber misuses or uses the Services for any other purpose for which they are not intended it may at its sole discretion terminate or suspend the Services.

4.5.2 Where the subscriber suspends any Orange Additional Service, the Subscriber shall remain liable for the charges of such services where such a suspension is not carried out for any reason and Orange shall not be liable for any malfunctioning of suspension in any way.

4.5.2 These terms and conditions shall be used in accordance with the Fair Usage Policy.

4.6 Any change from one Package Option to another shall for the duration of this Agreement be subject to Orange's approval at its own discretion and Orange shall be entitled to levy fees for changes. The Subscriber shall not be entitled to downgrade from one Package Option to another during the Minimum Term.

4.7 Other Charges

4.7.1 The Connection charge will be included on the Subscriber first invoice. Charges in respect of Services not supplied directly by Orange e.g. roaming may be invoiced several months in arrears.

4.7.2 VAT will be added to all invoices at the relevant rate where applicable. Payment shall become due within Thirty (30) days of the date of the invoice.

4.7.3 The Subscriber will be responsible for paying all Charges on their Account, whether or not they have been accrued by them personally. The Subscriber will also be responsible for any extraordinary costs incurred in administering his Account, including collecting any payments.

4.7.4 If the Subscriber's Service has been disconnected, either at his request or at the instance of Orange, the Subscriber shall remain responsible for paying any outstanding charges.

4.8 Penalties for overdue payments

If payment is not made within its due date, Orange may charge interest on all sums outstanding at the rate of 2% above prime rate of Orange's chosen financial institution.

4.9 Payment methods

Orange will accept payment of Charges by credit card, debit card, cheque, direct debit and electronic transfer, but reserves the right to refuse any payment method if there is reasonable cause to believe that such payment will be dishonoured.

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 provided that where such failure is capable of remedy the Subscriber has not taken such remedial steps as Orange shall have required within 7 days of giving the Subscriber notice of such failure; or

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

5.2. Overloaded e-mail account

Orange may limit the e-mail account (or otherwise) used in the Subscriber's terminal equipment and Services and customers shall rent additional account when their service is overloaded.

6. End of Minimum Term

6.1 At the expiration of the Minimum Term, Orange shall continue to supply the Subscriber with the Services as normal, unless this Agreement is terminated in accordance with its terms.

6.2 If the Subscriber does not pay their Bill within the time stipulated hereof, Orange reserves the right to place a Bar on all the Services accessible through the Terminal Equipment. This Bar will remain in force until the Subscriber has paid all outstanding amounts due to Orange. Orange may, at its discretion charge the Subscriber for the Reconnection and the removal of the bar.

7. Suspension of Services

7.1 Orange may suspend some or all of the services and/or Orange Additional Services the Subscriber uses without giving the Subscriber notice if;

7.1.1 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);

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

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

7.2 Orange may require the Subscriber to pay any applicable reconnection Charges.

7.3 If the Subscriber's access to the Network is suspended, the Subscriber shall still be liable for the Monthly Service Charges during that period.

8. Breach

8.1 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. In such circumstances, Orange may also give the Subscriber written notice that if a Subscriber fails to correct this breach within 7 days, Orange may terminate this Agreement with immediate effect. However, the Subscriber shall still be liable to pay a lump sum equivalent to the total of all the Monthly Charges due during the initial Minimum Term of the Agreement.

9. Termination of Contract

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

9.1.1 the Subscriber fails to pass any credit assessments which we may reasonably consider to be necessary from time to time

9.1.2 the Subscriber fails to pay any of their bills from Orange on time

9.1.3 Orange has a good reason for believing that any information the Subscriber has given Orange 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.

9.1.4 the Subscriber is proved to have committed fraud or any other crime against Orange or its employees

9.1.5 the Subscriber becomes insolvent within the meaning of the Insolvency Act, or bankrupt, or if Orange has good reason for believing that the Subscriber is unable to pay the Charges

9.1.6 in addition, Orange may terminate the Subscriber's Contract at any time after the Minimum Term has expired by giving the Subscriber at least one month's prior written notice.

9.2 Termination of Contract after Minimum Term

The Subscriber may terminate this Agreement at anytime after the Minimum Term by giving Orange at least one month's written notice and paying for all unbilled, accrued and unpaid fees, expenses or bills outstanding. The Subscriber is free to restore this Agreement throughout this notice period should they wish to do so.

9.3 Termination of Contract during the Minimum Term

9.3.1 The Subscriber may terminate this Agreement before the Minimum Term expires if the Subscriber pays Orange all unbilled, accrued and unpaid fees, expenses or bills including a lump sum equivalent to the total of all the monthly charges still remaining on the initial Minimum Term agreement.

9.4. The Subscriber may not terminate this Agreement where Orange varies these terms and conditions if the variations Orange has made have been imposed on Orange as a direct result of new legislation, statutory instrument, government regulation or license.

9.5 This Agreement shall automatically be renewed after the initial contract period, where the Customer would like to terminate the same, he or she shall write a letter notifying Orange of this intention to terminate at least One (1) month before expiry. Failure to do so, shall render this Agreement renewed for the same duration and the application of minimum term shall apply.

10. Subscriber Obligations

10.1 The Subscriber agrees:

10.1.1 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;

10.1.2 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;

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

10.1.4 to use a Phone and Accessories approved for use with the Network and comply with all relevant legislation or regulations relating to its use;

10.1.5 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).

10.1.6 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 and be responsible for all the charges incurred to the Subscriber's account by those Users.

10.1.7 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;

10.1.10 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;

10.1.11 The Customer shall at all times 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.

10.2 Information Supplied by the Subscriber

10.2.1 By applying for Registration the Subscriber represents to Orange that the name, address and other factual information which the Subscriber provides is correct;

10.2.2 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 delay connection or disconnect services to the Subscriber's phone while investigations are ongoing .If Orange's suspicions prove groundless, Orange will connect or reconnect Services immediately.

10.2.3 The Subscriber shall have no claims of delay against Orange in respect of any delay or Disconnection caused as a result of the operation of this clause.

11. SIM Card

11.1 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.

11.2 All risk in and to the SIM Cards supplied and delivered by Orange to the Subscriber shall pass to the Subscriber on delivery.

11.3 Orange reserves the right to recall any SIM card from the Subscriber at any time to enhance or maintain the quality of the Services.

11.4 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.

11.5 If a SIM Card is stolen or lost or damaged, 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.

11.6 This Clause shall apply to any Terminal Equipment.

12. Phones

12.1 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.

12.2 All Phones shall have a one month warranty from the date of purchase, unless advised otherwise, upon expiry the Customer shall be responsible for insuring or purchasing a warranty for the Equipment. Any insurance or warranty relating to the Subscriber's Phone purchased by the Subscriber is separate of these terms and conditions.

12.3 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. The subscriber will, however, still be liable to pay the monthly charges to Orange.

13. Changes and amendments to the Terms and Conditions

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 on condition that Orange approves such third party.

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

15. Liability

15.1 Notwithstanding the circumstances we limit our liability to the value of this Agreement during the Minimum Term.

15.2 We 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.

15.3 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;

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

15.5 The subscriber shall be liable for any impacts arising from the hacking of their device through an external interface, for example via Bluetooth, infrared, or any other external interface.

16. Orange Limitation of Liability

16.1 Orange Botswana 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 Botswana 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 Orange Botswana fails to suspend the provision of the Network Services to the subscriber in terms of an arrangement between Orange Botswana and the Subscriber or after the Subscriber has specifically requested Orange Botswana to do so in order to limit the usage Charges; and or

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

16.2 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 and Orange shall not be liable for any mobile number recycled which has been inactive for a period of three (3) months.

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 cell phone number on receiving handsets.

18.3 All applications for Registration and Orange additional services are subject to credit assessment before Orange can connect the subscriber to the network .If Orange's assessment of the Subscriber does not meet the requirements, Orange reserves the right to decline the connection of the Subscriber and/or to supply the Orange additional services.

18.4 Where a Customer has any other agreements, commitments, obligations or any other undertakings with Orange and additionally owes any monies or is in arrears for any

payments due under this Agreement,, Orange may off-set or deduct any such amounts payable under this Agreement from any payments of the same.

18.5 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 solidium with the Customer for the due performance of the Customer's obligations in terms hereof.

19. Complaints Procedure

19.1 If the Customer has a complaint about any aspect of the Service(s) please let us know by contacting the Customer Service Helpline at 123 and we will endeavour our best to resolve any complaints as soon as we reasonably can.

20. Notices

20.1 Any notice from Orange to the Subscriber will be deemed to have been served 48 hours after posting or an earlier proof of delivery. All notices to be served in accordance with these terms and conditions may be served by text message, electronic mail or by post or facsimile, except where otherwise stated.

21. Waivers

21.1 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.

21.2 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.

21.3 A certificate under the hand of any Manager of Orange Botswana certifying the amount of any amount owing by the Subscriber to Orange Botswana shall be sufficient proof for the purposes of enabling Orange Botswana to obtain any judgment or order against the Subscriber.

21.4 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 Ten percent (10%) collection commission and any other cost incidental thereto.

Part 2: Conditions for Sale of Terminal Equipment or Voucher Issuance

22. Sale of Terminal Equipment and Conditions Applicable

22.1 The sale of Terminal Equipment (Phone and Accessories) by orange or alternatively the issuance of a payment voucher equivalent to the value of the subsidy of purchase a phone from authorised suppliers, may in the future be provided to the subscriber as set out in the Orange Mobile Postpaid Application Form and shall be subject to the following terms and conditions:

22.1.1 In the event of early termination of this agreement for whatsoever reason, Orange shall have the right to claim from the Subscribers an amount equal to the amount of the subsidy .The subscriber shall be obliged to pay Orange this amount on demand. If the subscriber fails to pay this amount to Orange, they shall immediately refund Orange the amount equivalent to the value of the phone or subsidy, and shall not be entitled to receive any refund thereof.

22.1.2 If Orange has supplied the terminal equipment, Orange shall own it until payment is received in full .If Orange Botswana has subsidized the terminal equipment or issued a payment voucher equivalent to the value of the subsidy, the Subscriber will be liable to pay Orange Botswana all amounts due to Orange Botswana (including the Subsidy) until the expiry of the initial period, or the amount equal to the subsidy.

22.1.3 All-risk in and to Terminal Equipment supplied and delivered by Orange Botswana to the Subscriber shall pass to the Subscriber on delivery, title and ownership shall remain with Orange until the full payment is received or until the end of the Minimum Period, whichever comes first.

22.1.4 Orange's Obligations in terms of any warranties shall be limited to the warranty provided by the manufacturer of the Terminal Equipment. All transport costs shall be for the Subscriber's account.

21.1.5 If Orange has issued a payment voucher to the subscriber at a value equivalent to the amount of the Subsidy, the Subscriber shall be bound by the terms and conditions on the voucher itself, and Orange shall not be liable for any claims of loss except where the loss was caused by the gross negligence of Orange or its employees.

22.2 If the Subscriber changes from one Package option to another, Orange may vary the amount of the subsidy. If the subsidy is reduced, Orange may require the Subscriber to pay Orange the amount of the reduction to allow Orange to adjust to the subsidy to the amount at the time of the sale of the Terminal Equipment or the issuance of a payment voucher Equivalent to the amount of the subsidy if the subscriber had first chosen the package option to which, Orange is Charging.

22.3 For avoidance of doubt, the provisions of Part I shall apply in the same way to this Part II, and in as far as they can be applicable to the sale, of the Terminal Equipment or issuance of a payment voucher, be applicable to the sale and incidental matters to the sale of the Terminal Equipment as contemplated in this Part II.

22.4 Such subsidized sale of the Terminal Equipment or issuance of the payment voucher to the Subscriber automatically renders the minimum period of this agreement to be purchased from Orange.

22.5 Where the Subscriber is of the view that their Terminal Equipment is faulty, they shall contact Orange. The Terminal Equipment will then be inspected after which it will be at the sole discretion of Orange whether or not the Terminal Equipment will be repaired or replaced. If Orange is of the view that the Equipment has been abused, used inappropriately or used in any manner contrary to this Agreement Orange may suspend or terminate this Agreement with immediate effect.

22.6 Orange reserves the right to charge the Subscriber for any replacement or repairs carried out for any Terminal Equipment.

22.7 Subject to the terms of this Agreement Terminal Equipments shall only be repaired by Orange or an Orange approved dealer. If the Subscriber allows any other third party to repair the Terminal Equipment, Orange shall not be obliged to repair or replace such Equipment, and may at its sole discretion suspend or terminate the Services.

23. Separate Agreements

The provision of Network Services by Orange to the Subscriber, and the sale of the Terminal Equipment(s) or issuance of a payment voucher under this agreement, shall constitute Separate and divisible agreements, each one capable of standing on its own.

24. Corporate Customers

By his signature to this agreement the representative of the Subscriber (where the Subscriber is a juristic person) hereby acknowledges himself to be truly and lawfully bound, in his personal capacity as surety for and co-principal debtor in solidum with the Subscriber for the due performance of the Customer's obligations in terms hereof.

25. Inter-Relation of Agreements

Where a Customer has any other agreements, commitments, obligations or any other undertakings with Orange, Orange may off-set or deduct any amounts payable under this Agreement from such other commitments, obligations or agreements. A breach of this Agreement may result in Orange terminating any other Agreements that the Subscriber has with Orange