



## Conditions for Service.

The Subscriber shall subscribe to The Provider's Internet Service.

### 1. Definitions.

The Subscriber shall subscribe to The Provider's Internet Service.

- 1.1 "The Provider" means CoLi Link Ghana Limited (CoLi), its subsidiaries, successors or assigns who supply Internet access services.
- 1.2 "The Service" shall mean the provision of the facility by the Provider to allow the subscriber access to the Internet and provision of on-line services.
- 1.3 "The Subscriber" shall mean the legal entity or person who enters into this agreement with the Provider.
- 1.4 "Access" means connection access to the world-wide computer network known as the Internet through the Provider.
- 1.5 "Fee" means that amount in respect of providing Access as specified in the Particulars.
- 1.6 "Spam" means unsolicited and/or unwelcome advertising material or information, usually sent via e-mail or newsgroup.
- 1.7 "Credit Period" shall mean the Time Period for which access to the Service has been paid by The Subscriber.
- 1.8 "Dormancy" means the Time Period after the credit period. Subscriber's Undertaking.

### 2. Illegal use of Service.

- 2.1 The Subscriber shall not use the Service for any illegal activity. This includes but is not limited to illegal transactions or illegal entry to unauthorized sites anywhere on the Internet. Illegal transactions include the

use of the Service in credit card fraud, all forms of trafficking (e.g. child and drug trafficking) on the internet, especially with Provider's domain @coli.com.gh, the Subscriber is cognizant of the fact that the consequences of illegal usage could result in the Provider's domain being blacklisted.

- 2.2 The Subscriber shall not use the Service to transmit unsolicited spam and shall not forge email headers.
- 2.3 The Subscriber shall indemnify the Provider against any actions brought against it in respect of the Subscriber's acts, omissions, including, but not limited to, defamation or breach of copyright arising from such acts or omissions and against all costs, charges, claims, demands, damages and expense which the Provider may incur in any such action.

### **3. Confidentiality.**

- 3.1 The Subscriber shall maintain the confidentiality of passwords and other access codes to the Service, and take reasonable precautions to avoid the disclosure of these and other confidential information relating to the Service.
- 3.2 The Subscriber shall not transfer their right to use the Service to any other person without obtaining The Provider's written consent subject to any conditions The Provider may require.
- 3.3 The Subscriber shall not in any way resell or redistribute the Service to any other person unless it is so disclosed at the time of the application and the Subscriber obtains the written consent of The Provider.
- 3.4 The Subscriber is solely responsible for the activities of any persons whom the Subscriber allows, by any act or omission whether negligent or otherwise, to access the Subscriber's account.
- 3.5 The Subscriber undertakes and agrees that The Provider does not and cannot monitor or control the content and information accessed via the Internet and that The Provider shall not be held responsible in any way for content or information accessed via the Internet.

### **4. Disclaimer**

- 4.1 The Provider disclaims any and all liability for the contents of material that the Subscriber may find inappropriate, offensive, inflammatory or adult in nature.

- 4.2 The Service Provider shall not be liable for any damage caused to the Broadband modems or other equipment on the Subscriber's premises as a result of any power fluctuations or outages or as a result of vandalism or theft or other unforeseen events. The Subscriber has a duty to secure adequate protection for all devices on his/her premises. Equipment that is damaged as a result of the Subscriber's failure to take precautionary measures may be replaced by the Provider but at the Subscriber's cost.
- 4.3 Broadband connection will be provided subject to technical feasibility. CoLi will not be held responsible in case service is denied on this ground.

## **5. Instability of Service.**

- 5.1 The Service may be unavailable at times either due to scheduled maintenance upgrades, operational reliability or due to factors beyond the Provider's control.
- 5.2 The Provider makes no guarantee as to the availability of the Service at any time and shall not be liable for any claims against it from the Subscriber due to the lack of availability of the Service. Nor shall it be held responsible for any loss or inconvenience suffered by the Subscriber due to lack of availability of the Service.
- 5.3 The Provider will use its best endeavors to provide at least twenty four (24) hours' notice of any disruption to the Service. The Subscriber acknowledges that it may not be possible for the Provider to give any notice at all under some circumstances.
- 5.4 The Provider offers Call Centre support 24 hours daily. However, the Provider can only provide technical support between the hours of 8:00am and 5:00pm daily.

## **6. Charges and Payment.**

- 6.1 All new Subscribers to the service will be required to make an initial payment for year (1) year of service plus installation fee.
- 6.2 Any Access Fees and Installation Fees levied by The Provider pursuant to the Service are payable in advance of the Credit Period.

- 6.3 The Subscriber shall make payments by cash, cheque, direct debit or any other payment method deemed acceptable by the Provider.
- 6.4 The Provider reserves the right to vary the Charges and conditions associated with the Service from time to time. The Provider shall give the Subscriber one month's notice of any such variation.
- 6.5 Subscribers may choose to pay a Vacation Fee to have their accounts suspended temporarily. Each account will be allowed a maximum of 3 months of Vacation in a year. The vacation can only be requested in monthly increments. The Provider reserves the right to vary this charge.
- 6.6 If Access is terminated under this Agreement for any reason whatsoever except for reason of breach by The Provider of any of its obligations herein, the remainder of the Fee in respect of the Term shall become due and payable [www.coli.com.gh](http://www.coli.com.gh) by the Subscriber to the Provider within seven days of the date of termination.

## **7. Suspension and Termination.**

- 7.1 The Subscriber may issue written notice of their intention to terminate usage of the Service. Termination shall take effect from midnight on the last day of the Credit Period. Suspension occurs when a subscriber formally notifies The Provider that he/she is suspending usage of the Service for a period not exceeding three (3) consecutive months.
- 7.2 If the Subscriber chooses not to make use of the Service for the duration of the Credit Period and fails to inform The Provider, the Subscriber shall not be entitled to any credit or refund for any unused period.
- 7.3 The Provider reserves the right to terminate the Service to a Subscriber by giving one month's written notice to the Subscriber or after the Credit Period has expired.
- 7.4 The Provider reserves the right to terminate the Access without notice if, in the opinion of the Provider the Subscriber misuses or abuses the Service or has breached its obligation herein.

- 7.5 Misuse or abuse of the Service shall be determined by The Provider and there shall be no refunds or reimbursements of charges and fees should the Service be terminated under such situations.
- 7.6 The Provider may, without notice, deny or restrict Access to the Service at any time should the Subscriber fail to make full payment of any outstanding Charges in respect of Telephone (Voice) Calls.
- 7.7 The Installation Fee is not refundable. The initial ADSL modems and customer premise equipment (CPE) costs shall be revised from time to time, and the Subscriber shall be provided with thirty (30) days' notice.
- 7.8 A Subscriber who wants his/her terminated service re-activated shall pay the full installation fees.
- 7.9 A Subscriber will be required to pay a reconnection fee if their account is not renewed more than 90 consecutive days after the account expires.
- 7.10 If the Subscriber's fixed broadband account is inactive for more than 120 days, the Provider will have no alternative but to permanently disconnect the Subscriber from the service.
- 7.11 The Provider may immediately without notice, suspend the Service to the Subscriber wholly or partially for any reason , including without limitation, where the Subscriber engages in any activity (or permits any activity) which the Provider ( as it, in its sole discretion shall determine ) considers (a) to be contrary to existing legislation or regulations applicable to provision of the Service or (b) is or likely to have an adverse impact on the quality of the Service or the integrity of the CoLi Network. Such activities may include (but are not limited to) using the Service to make calls to or from any Mobile Gateway, "SIM box" or similar or related devices. The Provider reserves the right to fully defend its position and take such further action as it considers necessary for this purpose.

## **8. Execution.**

- 8.1 The Terms and Conditions of Service are deemed to have been executed and agreed upon the Subscriber's use of the Service.

## **9. Settlement of Disputes.**

- 9.1 Any disputes arising from or in connection with this agreement shall be settled amicably between the parties herein.
- 9.2 If it is not so resolved the dispute shall be settled in accordance with the provisions of the National Communications Regulations 2003 (LI 1991).

## **10. Force Majeure.**

- 10.1 Neither the Provider nor the Subscriber shall be liable for any failure to perform any of its obligations under these Terms & Conditions arising from circumstances outside its reasonable control including (without limitation) Acts of God, states of war (declared or undeclared), weather conditions, fire, flood, strikes, lock-outs, Government actions, accidents and so on. If such circumstances continue for more than fourteen (14) days, either party may terminate all or any part of this contract by five (5) days written notice.

## **11. Waiver.**

- 11.1 Waiver by either the Provider or Subscriber of a breach or default by the other party shall not be regarded as a waiver of any subsequent breach or default nor shall any delay in exercising a party's rights operate as a waiver.

## **12. Notice.**

- 12.1 All notices to, and other written communication between the Provider and Subscriber shall be deemed received:
- i. When personally delivered by messenger, or by mail, or by facsimile with transmission and electronic confirmation of receipt; or
  - ii. Seven (7) days after being sent by courier service or registered or certified mail, return receipt requested; or
  - iii. When actually received, if given in any other manner. All such notice and other communications shall be sent to the addresses of the parties set forth

below, or to such other places as they may by notice specify from time to time.

**FOR THE PROVIDER:**

**CoLi HQ**

**CoLi Link Ghana Limited**

**5 Papaye Street**

**Dansoman Accra Ghana 00233**

**13. Applicable Law.**

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ghana.

**14. Amendment.**

14.1 The Provider reserves the right to amend these Terms and Conditions.

**15. Kwese Play Special Package**

15.1 Equipment installed at the subscriber's location by the Provider in order to be connected to the Provider's network remains the property of the Provider as the subscriber is not required to pay for the fixed internet installation cost. (Applies only to Kwese Play Package Plan).

15.2 Subscribers on Kwese Play Internet Package are required to renew their internet subscription at least once every three (3) months in order to remain on the Provider's internet service.

15.3 Fair Usage Policy has been implemented on Kwese Play Internet Packages to ensure that the network is not abused.

15.4 A subscriber must own a Kwese Play Box to qualify for Kwese Play Special Package.

**16. Warranty.**

16.1 CoLi warrants that it shall, for a period of three months after the initial installation replace at its own discretion the CPE Radio and CAR customer premise equipment (CPEs) provided to the subscriber after which the Subscriber shall be expected to pay for the CPE at a cost which may be revised from time to time. (Does not apply to Kwese Play Package Plan).

16.2 CoLi warrants that it shall, after the initial installation replace at its own discretion the CPE Radio and CAR customer premise equipment (CPE) provided to the subscriber. (Applies only to Kwese Play Package Plan)

16.3 The Subscriber shall lose the right of Warranty where an unprofessional and dangerous electrical wiring system is used at subscriber's location and the CPE is destroyed or the CPE is vandalized /misplaced or stolen.

