



TERMS

1. Scope

These Terms and Conditions govern the use of all Services offered and operated by Ghana Telecommunications Company Limited (Vodafone). Subscriber hereby undertakes to provide all information as required by Vodafone before activation of Service and at any time during the tenure of this Agreement.

2. Definitions

Service or Services means telecommunications service provided by Vodafone including fixed line, SIM Card for mobile, Broadband and any other service as Vodafone shall provide.

Installation Charges means fees payable by subscriber to Vodafone for installation of Service.

Subscriber means client named overleaf.

Subscriber Equipment means SIM card, Mobile Desk Phone (MDP) a fixed line using the mobile technology, Mobile modem (device) used for mobile internet access (Dongle), Netbook and other communication devices and accessories specifically approved and supplied to the subscriber by Vodafone.

Fees /Charges means costs, rates, charges, installation charges levied from time to time by Vodafone in accordance with the schedule of tariffs and in the form published from time to time.

User Guide means a document describing the Vodafone Service, application and use.

Party and Parties refer to the Subscriber and Vodafone.

Registration form means a structured form containing required registration details and acceptance of these terms and conditions by the subscriber.

Retail shops mean point of contact for the sale of Vodafone products and Services.

NCA means National Communications Authority.

Network access means the Vodafone network which provides the Services.

3. Performance of Vodafone Network access

1. Vodafone shall subject to these Terms and Conditions, establish and maintain the connections and shall endeavour to make the Service available to the subscriber.

2. The Subscriber recognises that the Service by its very nature may be adversely affected by natural and or man-made physical structures, atmospheric conditions, natural phenomena and may fail or require maintenance without notice.



3. Vodafone shall not be liable for any disruption due to the above or for any interruption, suspension or termination of the Service necessitated by order of the Government of Ghana or the NCA.

4. Vodafone shall allot telephone numbers to customers for their exclusive, non-transferable use from the number blocks assigned to it by the NCA.

5. Subscribers are not entitled to a specific telephone number. The number allotted does not become the Subscriber's property and the same cannot therefore be sold, pledged, passed on by inheritance or otherwise transferred to third parties without the express permission of Vodafone.

6. Vodafone may change Subscribers' telephone numbers for operational or technical reasons or where required by the NCA, without any liability and without paying compensation.

4. Duration and Term

This Agreement shall commence on the date of signing of the form overleaf by the Subscriber and subject to the provisions of this Agreement and shall continue thereafter until terminated by either Party by giving not less than 30 days' notice in writing to the other Party hereto.

5. Billing and terms of payment

1. Vodafone shall issue invoices/bills based on the record of consumption of the Subscriber where necessary.

2. Notwithstanding objections that may be raised by Subscribers, the invoice amount must be paid by the due date specified on the invoice or within the prescribed payment period.

3. Subscriber may lodge written objection to the invoice within the prescribed period of payment and before the expiry of same.

4. On expiry of the said period, the Subscriber is deemed to have accepted the invoice, and no objection raised after the said period shall be entertained.

5. If the objections relate solely to part of the amount on the invoice, Vodafone may request that Subscribers pay the undisputed part of the invoice by the due date.

6. Where Subscribers have neither paid the amount indicated on the invoice nor raised objections to same in writing by the due date, Vodafone reserves the right to discontinue the Service it provides under all Agreements concluded with the Subscriber after issuing reminders without success (e.g. by blocking all access to the fixed network), take other measures to prevent loss or damage and terminate the Agreement without notice and without paying compensation.

7. The Subscriber shall bear any cost incurred by Vodafone as a result of late payment. Vodafone reserves the right to resort to any legal means to recover the unpaid bills.

8. Vodafone may demand payment in advance or payment of a deposit for access to the Service, where in its opinion circumstances indicate a violation of payment procedure specified or difficulty in collecting due bills.



6. Prices

1. The current price lists of Vodafone shall apply, except where the prices are specified in this Agreement or where the Subscriber is notified immediately before a specific Service is used.
2. By taking up the Services offered, Subscriber accepts to pay the current prices. If Vodafone reduce its prices, it may simultaneously vary any discount granted prior to the price reduction.
3. Vodafone reserves the right to revise the fees, tariffs, costs, rates and charges from time to time and such revisions may be advertised by Vodafone in newspapers or in leaflets distributed with invoices or through tariff manuals to be issued on demand.
4. The revised fees, tariffs, charges, rates, costs shall apply from the date it was advertised or notified.

7. Set-off

The Subscriber shall not be entitled to offset sums due to Vodafone against any sums due to them in other transactions with Vodafone.

8. Suspension and disconnection

1. Vodafone may immediately, without notice, suspend the Service to a Subscriber wholly or partially for any valid reason, including without limitation, where the Subscriber engages in any activity (or permits any activity) which Vodafone (as 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 is likely to have an adverse impact on the quality of the Service or the integrity of the Vodafone network.
2. Such activities may include (but are not limited to) using the Service to make calls to or from any Mobile Gateway, 'SIM box', VoIP bypass or similar or related devices.
3. Vodafone reserves the right to fully defend its position and take such further action as it considers necessary for this purpose.
4. If there is evidence or if it comes to the notice of Vodafone that the facility provided herein is being used unlawfully, Vodafone may either notify the Subscriber concerned in writing to use the facility in conformity with the provisions of this Agreement, or terminate the use of the facility without any liability
5. Vodafone may take the same action as above if it suspects that a Subscriber is, or is likely to breach the provisions of this Agreement, or has provided inaccurate or incomplete information when concluding this Agreement. Subscriber shall still be liable to pay any sum of money due to Vodafone under this Agreement.

9.Recovery of Service

1. A subscriber is required to notify Vodafone in writing if they wish to vacate the Service for any given period.



2. Vodafone reserves the right to recover a pre-paid Service that has not seen payment for 6 months and over without written notice.

3. Vodafone reserves the right to recover a post-paid Service that remains unused and does not generate new charges for a period of 6 months and over without written notice.

10. Termination

1. Either Party may terminate this Agreement at any time and for whatever cause by giving the other Party thirty (30) days' notice in writing of its intention to so terminate.

2. Termination of this Agreement does not absolve any Subscriber from paying his/her accrued bills or any other obligation that may have accrued prior to the termination.

3. However, in case of termination of a fixed line Agreement in less than 6 months after commencement, the Subscriber shall be liable to pay the equivalent of 6 months of rental charges before the Subscription shall be cancelled.

4. On termination, the Subscriber shall pay to Vodafone all costs including legal fees reasonably incurred by Vodafone in enforcing its rights under this Agreement including the recovery of monies.

5. Upon variation of the Services, prices or terms of this Agreement, the Subscriber may terminate this Agreement in accordance with clause 15(13).

11. Assignment

Vodafone shall be entitled to procure third parties at any time to meet its contractual obligations.

12. Maintenance of the Service

1. Vodafone shall undertake routine maintenance of its entire network. Vodafone shall accept fault reports on its hotline.

2. It shall repair faults which are within its control in a reasonable time using all reasonable means at its disposal during business hours. If Vodafone is called in to repair a fault, the cause of which lies outside its network, the cost incurred shall be charged to the Subscriber.

13. Use of the Service

1. Vodafone reserves the right to issue instructions regarding use of the Service as it may from time to time consider necessary to maintain the integrity, quality and safety of the Service for all Subscribers and such instruction shall be binding upon the Subscriber and be deemed to form an integral part of this Agreement.

2. The Subscriber is personally responsible for all use of the Service made from Subscriber equipment and shall neither use nor permit a third party to use Subscriber equipment, or the Service for:

i. sending abusive, offensive, indecent, obscene or menacing messages or communications; or



- ii. eavesdropping, intercepting or learning the contents of any message on the network;
- iii. persistent calls that may cause annoyance, inconvenience or needless anxiety to any person;
or
- iv. any improper, immoral or unlawful purpose;
- v. Vodafone has the right to treat the use of the Service in contravention of this paragraph as a ground for the suspension of the Service or termination of the Agreement.

2. Subscribers shall at their expense install and maintain their equipment or system between the Subscriber drop and the socket. Subscribers shall be solely responsible for the purchase, installation, operability and legality of their Subscriber equipment. They shall only connect equipment that complies with telecommunications standards and legislations to the network.

14. Liability

- 1. Vodafone shall under no circumstances accept liability for consequential loss, lost profit and loss of data. Neither shall it accept damage caused by any use of its Services which is illegal or in breach of this Agreement.
- 2. Vodafone gives no undertaking, accepts no liability and does not warrant that information made accessible over the network access shall be accurate, complete, up to date, legal and proper, available or provided on time. Vodafone shall not refund any fees and accepts no liability for damage resulting from down loads.
- 3. If Subscribers use their access to the network to purchase goods or services from third parties, Vodafone shall not be liable, neither does it provide warranty for such services or goods purchased or ordered over the network access.

15. General

- 1. The Subscriber must notify Vodafone immediately of any change of details as submitted on the registration form.
- 2. The Subscriber agrees that information submitted, including personal details and transactions will be recorded and kept for record keeping purposes for a period of 6 years from date of disclosure.
- 3. Any dispute arising out of or in connection with this Agreement shall be settled amicably, failing which the Parties shall submit to the Commercial Courts of Ghana.
- 4. It is the Subscriber's duty to acquaint itself and to comply with all applicable requirements and restrictions imposed by the Government of Ghana and other applicable authorities including the NCA relating to the use of the Service.
- 5. Information contained in Vodafone promotional material advertisement and publicity campaigns are for information purposes only and shall not form part of this Agreement. The Subscriber acknowledges that he/she has not relied on or been induced by any such material in executing this Agreement into which the Subscriber has entered after having read this Agreement.



6. Should any of the provisions of this Agreement become void for any reason, the validity of the remaining provisions shall not be affected thereby unless the commercial intent of this Agreement is thereby frustrated.

7. No warranty, condition, undertaking or term (whether implied or express) as to the nature or quality of the Service is part of this Agreement unless expressly accepted in writing by Vodafone through a duly authorised representative.

8. This Agreement including the information overleaf constitutes the whole agreement between Vodafone and the Subscriber. All orders accepted by Vodafone and all Services provided by Vodafone are subject to these conditions.

9. Any failure or delay by Vodafone to exercise any option or right or remedy under this Agreement shall not operate as a waiver, continuing or in the future.

10. If the Service is requested in the name of a limited liability company, the duly authorised company secretary or a duly authorised director shall sign this Agreement on behalf of the company.

11. Subscribers shall under no condition temper/remove the SIM card from the MDP. Any such attempt will block the SIM and the Subscriber shall be surcharged with the cost of restoring Service.

12. In case of re-subscription irrespective of the reason for cancellation of the previous contract, the Subscriber shall not necessarily get back his former Service number.

13. Vodafone reserves the right to vary its Services, prices and terms of this Agreement at any time. Vodafone shall notify Subscribers of any change in a suitable manner. Where a minimum duration has been agreed upon in this Agreement documents, Subscribers shall have the right to terminate this Agreement pre-maturely with no financial consequences on the date on which a price increase becomes effective. If this Agreement is not terminated, the price increase shall be deemed to have been accepted by the Subscriber.

14. Where rates of tax and duties (in particular, Value-added tax and National Insurance Levy) are varied, Vodafone shall be entitled to adjust its tariffs accordingly. In this case, Subscribers shall not be entitled to terminate this Agreement prematurely.

16. Warranty -SUBSCRIBER EQUIPMENT

1. Vodafone warrants that it shall, for a period of three (3) months after the purchase replace at its own discretion the Subscriber equipment provided to the Subscriber after which the Subscriber shall be expected to pay for the Subscriber equipment at a cost which may be revised from time to time.

2. This warranty does not apply where the Subscriber equipment is destroyed by power surge, vandalized, misplaced or stolen.

17. Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana.



18. Force Majeure

Vodafone shall not be liable if the provision of the Service is temporarily interrupted, restricted in whole or in part or it is impossible to access the Service as a result of Force Majeure. Force Majeure denotes an event the pernicious effect of which is beyond the reasonable control of any Party and it shall include but not be limited to any decision of the NCA or any department of state, acts of God, war, hostilities, act of public enemy, civil commotion, sabotage, fire, flood, earthquake, explosion, epidemic, strike and lock-out, terrorism, power failure, and virus attack.

19. Bribery and corruption

Each Party shall comply with Applicable Law relating to anti-bribery and anti-corruption and shall not give or receive any bribes, including in relation to any local or foreign public official.

20. Sanctions and Export controls

Each Party shall, in the context of the Services: (i) comply with all Applicable Laws relating to export control and economic/financial sanctions in the European Union, the United States of America and other countries relevant to the dealings of the Parties; (ii) not knowingly do anything which may cause the other Party or members of its Group to breach this Applicable Law; (iii) provide such assistance, documentation and information to the other party as that Party may reasonably request, (iv) notify the other Party of loss of licence/ authorisation or actual/potential investigations/breach in relation to this Applicable Law; (v) not carry out activities in any restricted list countries (decided by Vodafone from time to time) including but not limited to Cuba, Iran, North Korea, Sudan and Syria or with restricted list individuals; and (vi) not sub-contract or assign the benefit of the Service or re-export, re-sell or otherwise transfer any Service to restricted list countries or restricted list individuals.