

## **TERMS AND CONDITIONS FOR SLTNET USERS**

### **DEFINITION AND INTERPRETATION**

In this agreement, unless the context otherwise require:-

" Agreement " means the agreement for the services made between SLT AND THE Customer in accordance with these terms and conditions and the Application Form.

" Customer " means the individual, sole proprietorship, partnership, company or entity specified in the Application Form and on whose behalf this Agreement is executed.

" Customer's Domain Name " means the domain name requested by the Customer pursuant to Clause 4.1 or other domain name nominated by the Customer.

"Customers equipment" means the Customer's computer equipment, software and all other facilities except for computer equipment and software provided under this agreement by SLT, that is use to connect to the SLT internet server in order to use the services.

"Global Roaming " means the ability of a Customer to access the Internet and to send and receive electronic mail outside Sri Lanka, through the networks of participating third party ISP in overseas countries. "ISP" means Internet service provider. " Leased Line Service " means the service supplied by SLT as part of the service package indicated by the Customer in the application form.

" Logon Particulars " means an email name and accompanying password supplied to, or created by the Customer under this agreement.

" SLT Internet Server " means the SLT computer systems that the Customer connects to receive the services.

" Registered User, " means a user account registered on the SLT Internet server allowing a Customer to use the services by means of entering unique logon particulars.

" Application Form " means the SLTNet application form.

"Acceptable Use Policy " means the security policy document hosted at URL <http://www.slt.net.lk/policy.html> which sets out the terms & conditions applicable for the accessing of SLTNet service and activating such service for use which policy document is subject to modifications from time to time as deem necessary to SLT.

" Services " means access to the Internet, which comprises a group of inter-networked computer including any value added features that may be added by SLT from time to time and / or other services which are supplied by SLT as indicated by the customer in the application form. The said services are provided by SLT under the name of SLTNet.

"Software " means the packaged software provided By SLT to the Customers in connection with the services.

"Web Site" means the URL provided by SLTNet, <http://www.slt.net.lk>.

1.2 In this Agreement unless the contrary appears:

a) a reference to this Agreement is a reference to the Application Form and its Annexure and includes any variation or replacement of all or any part of this Agreement.

b) A reference to statute, ordinance, code or other law includes regulations and other instruments under it and considerations, amendments, re-enactments or replacements any of them occurring at any time.

c) The singular includes the plural and vice versa;

d) A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns: and a reference to a person includes a firm, body - corporate, unincorporated association or authority.

1.3 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

1.4 Where anything is due to be done on a day, which is not a business day, it must be done on the preceding business day.

### **2 PROVISION OF SERVICES BY SLT**

2.1 SLT will provide at the request of the customer and subject to acceptance by SLT:-

a) Dialup access or access via the Leased Line Service or ADSL to the Internet for one or more registered Users.

b) the software:

c) one or many ( as defined in respective package ) internet email addresses for each Registered user but will discard, without notice to the Customer, Internet electronic mail messages addressed to the Customer's SMTP Mail Server that exceed the allocated size; and

d) Global Roaming access for each Registered User if Global Roaming is to be made available to the Customer by SLT.

2.2 The Service shall not include the provision or maintenance of any computer equipment or software required by the Customer to connect to the SLT Internet Server.

2.3 SLT reserves the right to suspend the Service or any part of them without notice for operational reasons or in an emergency or in any circumstances deemed necessary by SLT at its absolute discretion.

### **3 SOFTWARE**

3.1 The Customer shall only use the Software for the sole purpose of accessing the Service by connecting to the SLT Internet Server.

3.2 SLT makes no warranty and hereby disclaims all liabilities whatsoever in connection with and /or arising out of the Software and the use of the Software by the Customer in any way whatsoever.

3.3 The Customer shall be solely responsible for ensuring that the Software meets its requirement and is compatible with any Customer equipment or any equipment, which may be used or owned by the customer.

3.4 SLT shall not be responsible for ensuring the continued compatibility of the Software with SLT's network in the event of any changes, modifications, rectifications or alterations made or

3.5 The Customer acknowledges that SLT is not obliged to provide or assist in anyway to provide any software required for Global Roaming and that obtaining such Software is the Customer's sole responsibility.

However, SLT will make such software available for downloading through the Web Site.

### **4 REQUESTED DOMAIN NAME**

4.1 If requested by the Customer, SLT will, as agent for the Customer and at the Customer's cost and expenses apply for the domain name requested by the Customer (Requested Domain Name) but in no event SLT guarantees that its application for the Requested Domain Name will be successful.

4.2 If the application for the Requested Domain Name is successful, then SLT will become the delegated domain name administrator for the Requested Domain Name .SLT will automatically direct to a SLT internet server all electronic mail messages received by SLT and addressed to the Customer's Register Users using the Customer's Domain Name.

4.3 SLT will renew the Customer's Domain Name at Customer's request and the Customer shall pay SLT any renewal fee and other costs and expenses that may apply provided SLT is the delegated domain name administrator of the customer's Domain Name and The customer is the owner of the Customer's Domain Name and the scheduled time of expiry.

## 5. CHARGES

- 5.1 The charges and fees for the services shall be at the rates prescribed by SLT from time to time and payable in advance or at such other time in accordance with SLT policy or requirements as may be amended from time to time by SLT. The said charges and fees shall commence from the date the Services are provided to the Customer
- 5.2 The Customer shall promptly pay on demand by SLT and at the times stipulated in such demand all charges, fees, costs or other amounts in connection with the services and shall continue to be liable for any applicable charges during the period of interruption or loss of the services from any cause whatsoever.
- 5.3 The customer shall be responsible for the payment of all taxes, duties (including stamp duty), Fees and other charges imposed by any government authority in relation to this Agreement
- 5.4 All payments due to SLT under this agreement shall be made in full, without deduction for any reason, including but not limited to, set-off, counter claim or other equitable or lawful claim.
- 5.5 SLT reserves the right to vary its charges and fees from time to time by written notice to the customer. The Customer shall be bound to observe and comply with such variation, which will take effect from the date specified in the notice.
- 5.6 SLT may at its absolute discretion and at any time, set-off, consolidate or combine accounts or transfer any monies outstanding to the credit of the Customer's account with SLT towards the reduction or discharge of any sum due to SLT by customer under this Agreement.

## 6 OBLIGATION OF CUSTOMER.

- 6.1 The Customer shall, at its expense, install and maintain the necessary computer equipment and software to enable connection to the SLT Internet server, other than the Software supplied by SLT under this Agreement.
- 6.2 The Customer shall be responsible for all telecommunications charges arising from any service use to establish a dialup or a leased line connection via the Leased Line Service (as the case may) to the Services. The customer acknowledges that when the call to access the services is made from facilities provided by a third party, the customer is solely responsible for any surcharges and / or fees levied by the third party for the call.
- 6.3 The customer shall be solely responsible for obtaining, at his own cost, all licenses, permits, consents, approvals and rights as may be required for using the Service and ensure that in using the Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be complied with at all times.
- 6.4 The Customer undertakes and covenants to comply with all notice and instructions issued, given or notified by SLT from time to time whether via SLT homepage at an address as notified by SLT, or otherwise, in respect of use of the service.
- 6.5 The Customer shall take all such measures as may be necessary (including and without limitation changing his password from time to time) to protect the secrecy of Logon particulars and shall not reveal the same to any other person.
- 6.6.1 The dialup Customer shall maintain one login session at any one time for its particular account.
- 6.7 The Customer acquires no rights, lien or claim to any mail box number, user account, circuit references, passwords, user identification names and / or any codes assigned to him/ her by SLT and except as otherwise proved herein, SLT reserves the right to change or re-assign the same to the Customer at its sole discretion without being liable to the Customer in any manner whether for damages or otherwise

- 6.8 The Customer shall immediately notify SLT if it believes that its Logon Particulars have become, or may become, known to a third party and the customer is not able to change the access passwords via the facility made available through <http://www.slt.net.lk> web site.
- 6.9 The Customer shall be solely responsible for managing the use of the storage capacity to ensure it is within the capacity allocated to the Customer or as may be stipulated by SLT. In the event such capacity is exceeded:
- The Customer shall pay for such additional capacity at such rates as may be prescribed by SLT; or
  - SLT may delete any electronic mail messages (including attachments) sent to the Customer or the Customer's undeleted electronic mail messages (including attachments) received by the Customer to ensure that it is within the storage allocated to the Customer or stipulated by SLT.
- 6.10 SLT shall not be obliged to notify the Customer or the sender of the messages for any deletion of any electronic mail messages under the term of this Agreement.
- 6.11 The Customer shall not;
- Send or disclose Logon Particulars to any person other than SLT; or
  - Store Logon Particulars in any form, whether coded or un encoded, in a location where they are capable of being read by anybody other than the Customer.
- 6.12 The Customer shall;
- Use only the email address which legally belong to the Customer and shall not in anyway misrepresent or pass-off an email address not belonging to the Customer as its email address;
  - at all times use only his own Logon Particulars for accessing the service; and
  - Be responsible for the secure storage of Logon Particulars.
- 6.13 The Customer shall not use the Service:
- For any unlawful purpose including and without limitation, any criminal purpose;
  - To gain unauthorized access to any computer system, whether or not connected to the Internet, or any information regarded as private by other persons;
  - To send or internationally receive any message, posting data or material which is offensive on normal, religious or racial grounds or any threatening, harmful unlawful, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, or otherwise objectionable material of any kind, including but not limited to, any material which encourages conduct that would constitute a criminal offense, civil liability or otherwise violate any local or international law. For the avoidance of doubt SLT shall be the sole arbiter of the violation of this clause;
  - To carry out or assist or attempt to carry out mail bombing or any other activity which overloads any mail box with huge e- mail(s) or numerous number of e – mails;
  - To carry out or assist or attempt to carry out spamming or any other activity that involves the sending of unsolicited e – mails which the recipient did not specifically request for;
  - To introduce, assist or attempt to introduce any computer virus or any other harmful component to SLT or any other person's system via the Service;
  - To infringe or facilitate infringement of any intellectual property right of any person;
  - For any purpose which against public interest, public order or national harmony;
  - In violation of any laws relating to unfair competition, anti – discrimination or false advertising; and

- j) Other than for the purpose for which is subscribed And the Customer shall not share, rent, lease, offer or in any manner whatsoever give access to the Service to any person without the prior written approval of SLT.

6.14 here the Customer uses Global Roaming, the Customer shall be responsible for:

- a) Obtaining and ensuring the compatibility of all necessary equipment required access the point of presence of the overseas location (including but not limited to power plug, phone interface and modem);
- b) Prior to use, obtaining and having access to configuration settings and help desk information for the ISP providing services to the Customer outside of Sri Lanka; and
- c) Prior to use, testing the accessibility of the overseas ISP providing Internet access in the relevant overseas location

## 7 SECURITY OF DATA

7.1 The Customer acknowledge that SLT shall not be liable for the security of the Customer's data on any of the Customer's Equipment or passing over the Services and that SLT shall have no obligation to ensure, and makes no representation or warranties concerning the security of such data. The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Services.

7.2 The Customer agrees that SLT is not liable for any unauthorized access to the Customer's data even where the access occurs as a result of a fault in equipment or software owned, operated or supplied by SLT.

7.3 Customer is strongly advised to go through the terms and conditions of the **Acceptable Use Policy** before accessing the service which policy document shall constitute a part of this agreement. The Customer shall be bound by the terms of the Acceptable Use Policy once accessed to the service. Customer is also advised to visit the policy document hosted at URL <http://www.slt.net.lk/policy.html> frequently for recent updates to the document.

## 8 TERMS AND TERMINATION

8.1 Subject to Clause 8.2 and 8.3, this Agreement commences from the Services starting date as requested by the Customer and accepted by SLT in the Application Form and continues until terminated in accordance with this Clause 8

8.2 Either party may terminate this Agreement for the dial up access to the Internet comprised in the Services on five (5) days written notice to the other party.

8.3 SLT may terminate this Agreement for the access via the Leased Line Services comprised in the Services without having to give any reason on seven (7) days written notice to the Customer. The Customer shall not be entitled to terminate the Agreement for the access via the Leased Line Services at anytime during the one (1) year period from the Services ' starting date as requested by the Customer and accepted by SLT in the Application Form. If the said access via the Leased Line service is terminated by the Customer or any provisions in this Agreement prior to the expiry of the said one (1) year period, the Customer shall pay SLT in full charges, fees and rentals for the remainder of the said term.

8.4 SLT may terminate this Agreement with immediate effect if ;

- a) the Customer commits a material breach of its obligations under this Agreement which is incapable of remedy; or
- b) the Customer commits a material breach of its obligation under this Agreement which is capable of remedy but which is not remedied within thirty (30) days after the receipt of written notice of default from the other party; or
- c) the Customer is insolvent or takes any corporation action or other steps are taken or legal proceedings are commenced from its winding up, liquidation or dissolution (other than for the purposes of solvent reconstruction on terms approved by the party proposing to terminate this Agreement) or for the appointment of a receiver, receiver and manager, official manager, liquidation, provisional

liquidator, trustee, or similar officer of it or of any or all of its revenues and assets.

8.5.1 SLT may at its absolute discretion suspend the Services or part thereof and / or terminate this Agreement if it considers that the Customer has breached any of its obligations under this Agreement. All charges shall remain due and payable during such period of suspension by SLT of this Agreement and the Customer shall not be entitled to a credit or refund for loss of access during the suspension period. SLT reserves the right to charge the Customer a fee for the re – commencement of the Services after the suspension.

8.5.2 On termination of this Agreement, the customer shall pay SLT all amounts invoiced to the Customer and all amounts incurred by the Customer but not invoiced to the Customer in accordance with this Agreement and unpaid at the termination date and any interest on those amounts.

8.5.3 All Internet Protocol address(es) allocated to the Customer remains property of SLT and have to be returned and removed from all Customer's Equipment on termination and / or expiry of the Service.

8.8 SLT may delete all data, files or other information that is stored in SLT' system under the Customer's account upon termination of the Service for whatsoever reason.

8.9 Termination of this agreement by the customer or SLT for any other rights, remedies or claims SLT may have against the Customer under this Agreement or at law in respect of any antecedent breach by the Customer of any provision of this Agreement.

8.10 **PAYMENTS MADE TO THE BANKS**  
SLT will not be responsible for the disputes arising out of the delay in crediting customer's account at SLT by banks.

8.11 **RE-CONNECTION CHARGES**  
If customers request for a re-connection of a disconnected service, the re-connection charges which will be determined by SLT from time to time will have to be paid by the customer.

8.12 **MODIFICATION REQUESTS**  
All modifications to an existing account of a customer will take effect from the beginning of the next month.

8.13 **RE-CONNECTIONS**  
Re-connection requests of Permanently disconnected accounts will not be entertained by SLT.

8.14 **MONTHLY RENTAL**  
SLT will charge a full month rental irrespective of the day of the month on which the customer registers/terminates service.

8.15 **PAYMENTS ONCE MADE ARE NOT REFUNDABLE**  
Payments once made are not refunded to the customer under any circumstances.

## 9. WARRANTY

- 9.1 The Customer warrants that:
- (a) it has the power to enter into and observe its obligations under this Agreement;
  - (b) It is the owner of the specifications, designs and / or the materials supplied to SLT to enable SLT to provide the Services; and
  - (c) It has not relied on any representation made by SLT or upon any descriptions or illustrations or specifications contained in any document including any catalogue or publicity material supplied by SLT. Intellectual property right

## 10 LIMITATION OF LIABILITY

10.1 In no event shall SLT or its suppliers including without limitation, the ISP providing Internet access in the relevant overseas country be liable to the Customer in contract, tort (including negligence whatsoever) or otherwise in respect of any claim brought by a third party or by the Customer or any third party whatsoever for any loss of profit or revenue or loss of business

or loss of data or for interrupted or suspended communication or any direct, indirect, special incidental consequential damages, or for any injury caused to or suffered by a person or damage to property or any damages arising out of or in connection with the Services whether or not SLT was grossly negligent, or was or should have been aware of the possibility that such damage or loss would occur.

10.2 The exclusion referred to in Clause 10.1 applies to any action giving rise to an obligation, duty or liability even if the action was not authorized or not capable of being authorized by the Customer.

10.3 Should any claim arising out of, or in connection with the relationship established by this Agreement result in SLT becoming liable for any loss or damage not capable of exclusion under the terms of this Agreement, then SLT liability for such loss shall be limited to the fees paid to SLT by the customer over the 12 months period prior to the date of the breach or Rs.500.00, whichever is lesser.

10.4 The Customer acknowledges that in using Global Roaming that the ability of an independent overseas ISP to provide internet access is beyond the control of SLT and SLT shall not be liable for any inability of the Customer to obtain Internet access from the overseas ISP.

10.5 SLT and its suppliers including, without limitation, the ISP providing internet access in the relevant overseas country, disclaim all warranties and conditions of any kind, whether express or implied, statutory or otherwise including but not limited to , all implied / warranties of merchantability, fitness for a particular purpose, title, non-infringement, compatibility, quality, security and accuracy, relating to the subject matter of this Agreement.

10.6 SLT does not guarantee or warrant the availability of the Services or continuous, uninterrupted or secure access to the Internet nor does it guarantee or warrant that the data stored in the SLT Internet Server will be backed up. The Customer shall be responsible for keeping an independent backup of all data stored in the space allocated to the Customer.

10.7 The Customer hereby acknowledges and agrees that SLT makes no representations or warranties expressed or implied, as to the completeness, feasibility, reliability or effectiveness of the Service, or that the Service shall be uninterrupted or error free, or that defects have been or will be corrected. In no event shall SLT be liable to the Customer or any other party for any failure, disruption, downtime, interruption, miscalculation, incorrect linkage, delay, inaccuracy or other nonperformance of the Services for any loss of information or otherwise nor for any loss of lost business opportunity, consequential, indirect, special or incidental damages as a result of interruption of the Service.

## 11 INDEMNITY

11.1 The Customer agrees to indemnify and hold SLT, its employees, suppliers, contractors and agents harmless from and against all damages, costs, charges liabilities and expenses directly or indirectly, arising out of or in connection with:

- a) A claim for patent, trade mark, copy right or intellectual property right or other proprietary right infringement being made against SLT by a third party in connection with the Customer's use of the Services in connection with the supply of any specifications, materials or designs by the Customer;
- b) The use of the Services by a person using the Logon Particulars, with or without, the Customer's authority;
- c) any negligent or willful act of the Customer or any of its officers, employees, contractors or agents which would have been a breach of this Agreement if performed by the Customer using the Logon Particulars; and
- d) any damage to property or personal injury ( including death) arising from or in connection with Software or use of Software or other equipment by the Customer supplied by SLT or the Customer Equipment.

## 12 NOTICES

12.1 Any notices to be given by the SLT to the Customer under this Agreement shall be in writing and sent to its last known address or be sent in any form and manner as SLT at its absolute discretion may decide.

12.1.1 Any notice given by the Customer to the SLT under this Agreement shall be in writing and sent to the Customer Support Section, Sri Lanka Telecom, No 1, Lotus Road, Colombo 01 or to any other address notified by SLT from time to time.

12.2 Any notice given pursuant to this Clause shall be deemed to have been served if:

- a) sent by prepaid registered post, on the second business day after the date of posting;
- b) sent by ordinary post, on the fifth business day after the date of posting;
- c) hand delivered, upon delivered

## 13. GENERAL

13.1 SLT may from time to time upon giving prior written notice to the customer, make any alterations to the services or vary the terms and conditions in this agreement. The customer shall be bound to observe and comply with any such alterations and variations.

13.2 Either party may exercise a right, power or remedy at it's discretion and separately or concurrently with another right, power or remedy does not prevent it's exercise.

13.3 A provision or right created under this agreement may not be waived except in writing signed by the party granting the waiver, or waived except where stated to the contrary in this agreement, or agreed to in writing signed by the parties.

13.4 The warranties, undertakings and indemnities in this agreement do not merge on completion or termination of this agreement.

13.5 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.

13.6 The rights, powers and remedies provided in this agreement are cumulative with and are not inclusive of the rights, powers or remedies provided by law independently of this agreement.

13.7 SLT may assign any of its rights or obligations under this agreement by notice to the customer without the customer's consent. The customer may not assign any of its rights and obligations under this agreement without SLT written consent.

13.8 This agreement constitutes the entire agreement between the parties concerning their subject matter and supercede all previous agreements, understanding, proposals, representations and warranties relating to that subject matter. In the event of a conflict between the application form and the terms of this agreement, the terms of this agreement shall prevail to the extent of the consistency along with the Acceptable Use Policy.

13.9 Any stamp duty payable in respect of this agreement shall be paid by the customer.

13.10 SLT is not liable to the customer for any delay if failure to perform its obligations under this agreement if the delay is due to a circumstance beyond the SLT's reasonable control.

## 14 GOVERNING LAW AND JURISDICTION

14.1 This agreement and the transactions contemplated by this agreement are governed by the law in force in Sri Lanka without reference to any principle of conflict of laws. Disputes arising out of or related to this agreement shall be exclusively subject to the jurisdiction of the courts of Sri Lanka.