

## RESIDENTIAL CUSTOMER

These General Conditions (hereinafter referred to as "General Conditions") define the conditions for the provision of Internet access service by GVA UGANDA to Subscribers.

### Article one: DEFINITIONS OF TERMS

**Subscriber:** natural person having full legal capacity who has taken out a Subscription with GVA and who uses the Service for personal purposes at his/her home.

**Subscription:** subscription to GVA CANALBOX INTERNET Offer by membership agreement and starting on the Activation Date.

**General Conditions:** this document as amended from time to time. In case of modification of the General Conditions, the new version of the General Conditions will be accessible on the GVA website.

**Contract:** taken together, the Subscription Form as well as the General Conditions and the valid Price List accessible online on the GVA website.

**Activation date:** the date on which GVA provides the Subscriber with the Service corresponding to the Subscription taken out.

**Speed:** as part of the Service, variable speed according to Subscription taken out by the Subscriber. Download speed is used to mean the speed capacity from the Internet network to the Subscriber and upload speed used to mean the speed capacity from the Subscriber to the Internet network.

**Data:** signs, signals, messages, writings, images, sounds of any kind, and in general any content likely to be stored, made available, consulted, transported, broadcasted.

**Equipment:** the equipment(s) as described in article 9 of the General Conditions.

**Price List:** this document includes all of the offers and prices charged by GVA for the Subscription and available on its website.

**Subscription Form:** commitment form consisting of details on Parties and subscribed Offer.

**Installation fees:** the fees payable by the Subscriber for the technical services provided for access to the whole or part of the Service and the provision of Equipment (s).

**Reconnection Fees:** fees payable by the Subscriber for the technical services provided for access to the whole or part of the Service in the event of renewal after disconnection for home from the Fiber Optic Network.

**GVA:** Limited company existing under the laws of the Republic of Uganda, with its principal place of business at Nakawa Business Park Kampala. GVA Uganda Ltd. is a registered company in Uganda under the company number 80020002447604

**Identifier:** confidential information allowing the Subscriber to identify and connect himself/herself to the Service. Identifiers include login ID and login password.

**Internet:** global data exchange network made up of servers interconnected by means of electronic communications networks, accessible to any Subscriber provided with the necessary computer equipment.

**CANALBOX INTERNET Offer or Offer:** offer reserved for Subscribers as part of private use and described in the current Price List. It consists of providing the Subscriber in the GVA Coverage Area with a service enabling him/her to benefit from Internet access.

**Party (ies):** in the singular or in the plural, the party or parties to the Contract.

**Service:** Internet access service provided by GVA via fiber optic until Subscriber's home.

**Customer Service:** service that allows Subscribers to obtain technical information and/or troubleshooting assistance on the Service. This service is accessible by telephone or e-mail.

**Coverage area (s):** determined geographical area(s) in which GVA provides the Service subject to technical compatibility.

### Article 2: PURPOSE

The purpose of General Conditions is to define the terms and conditions under which GVA provides the Subscriber, who accepts it, with the Service.

### Article 3 : EFFECTIVE DATE AND DURATION OF SUBSCRIPTION

3.1 The Contract enters into force on the date of signing Subscription Form by the Subscriber.

3.2. The Service is provided to the Subscriber from the Activation Date as long as he/she pays the monthly price of the Subscription.

If the Subscriber does not pay the monthly Subscription price, the Service is suspended and he/she then benefits from a period of three (3) months to take out a new subscription, under effective pricing conditions without paying any reconnection fees.

At the end of this period, GVA reserves the right to disconnect the Subscriber's home from its fiber optic network at any time. The Subscriber can then take out a new subscription, under effective pricing conditions, subject to the payment of reconnection fees.

At the end of the Subscription and in the absence of subscription for a renewal during the period of three (3) months provided for above, the Contract automatically and definitively comes to an end and Any new Subscription can only take place as part of the subscription to a new Subscription Contract.

3.3 The Subscriber acknowledges that in the absence of signature of Subscription Form, the payment without complain of the first monthly Subscription and the Installation Fees will constitute acceptance of the provision of the Service and that consequently the Subscriber will be deemed to be aware and accepted the terms of the Contract.

### Article 4: GVA OBLIGATIONS AND RESPONSIBILITIES

4.1 GVA undertakes to provide access to the Service in accordance with the effective standards and contractual specifications, 24 hours a day, 7 days a week. For special occasion, GVA may suspend access to the Service for reasons of maintenance or updating of its systems. GVA will notify the Subscriber via its website ( [www.canalbox.ug](http://www.canalbox.ug)) and/or by telephone, SMS and/or on social networks).

4.2 GVA undertakes to comply with the legislation in force relating to the protection of personal data.

4.3 In general, GVA undertakes to:

- make the Service available with regard to the Offer subscribed to;
- provide an efficient service on a permanent and continuous basis in accordance with the applicable legislation and Contract;
- make available updated information relating to all services offered, applied rates as well as to General Conditions;
- establish an effective mechanism for handling complaints and repairing of system or Service failures.

4.4 GVA undertakes to inform the Subscriber beforehand, by any appropriate means, of changes in the price of the Service defined in the Price List. The prices are available on the GVA website.

All price changes are applicable to current contracts.

4.5 GVA cannot be held liable for the following cases:

- in the event of contamination by a virus and/or intrusion by a third party into the Subscriber's computer system;
- in the event of dysfunction of Equipment and/or the computer network due to the Subscriber;
- in case of force majeure;
- in the event of use of the Service by the Subscriber not in accordance with the stipulations of the General Conditions;
- in the event of legal proceedings against the Subscriber due to the use, constituting an offence, of the Service provided by GVA;

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- with respect to the content of the services consulted, nature of the databases Searched, transferred or posted online by the Subscriber and generally to any information consulted by the Subscriber; and

- in the event of provision by the Subscriber of erroneous data concerning him/her or which have become obsolete.

In any event, GVA is not involved in any disputes that may oppose the Subscriber to third parties.

**Article 5: OBLIGATIONS AND RESPONSIBILITIES FOR THE SUBSCRIBER**

5.1 The Contract is concluded *intuit personae*. The Subscriber is prohibited from assigning it, transmitting it or marketing it to a third party in any form whatsoever. CANALBOX INTERNET Offer involves personal use. The Subscriber undertakes to use the Service for non-commercial purposes and in good faith. The use of the Service for purposes other than personal (for example sharing Internet access outside residents of the household) or reasonable (for example, obviously inconsistent rate of use for a particular Subscriber) as well as the use or provision to third parties, free of charge or expensive, and the remarketing of the Service (for example: the case of communications rerouting gateways, routers) are strictly prohibited.

5.2 The Subscriber is responsible for his Identifiers and the use made of the Service. He/she undertakes to comply with legislation in force. For this reason, the Subscriber undertakes not to infringe the rights of third parties and is prohibited in particular:

a) any dissemination or downloading of content protected by intellectual, literary, artistic or industrial property rights in violation of these rights;

b) any dissemination of Data, images or sounds likely to constitute defamation, insult, disparagement or infringe privacy, image rights, good morals or public order;

c) any action of hacking, intrusion into computerized systems, spreading of malicious software, dissemination of electronic mails under illicit conditions (for example spamming, e-bombing and phishing).

It is the Subscriber's responsibility to take all appropriate measures to protect his/her own Data and/or software from contamination by viruses circulating on electronic communications networks, in particular on the Internet, and to prevent misuse by third parties of the access made available;

In the event of illegal use of the Service, GVA reserves the right to suspend the Service.

5.3 In general, the Subscriber is prohibited from any abnormal, abusive and/or illegal use of the Service and any action likely to jeopardize the security or availability of the servers and/or the GVA network and/or degrade the Service: for example to practice mass communication of unsolicited electronic messages (SPAM) or for hacking purposes. More precisely, constitutes an abusive use of the Service any use having the effect of reducing or preventing normal residential use of the services provided by GVA or likely to harm their technical quality or the overall security of the services, or to use the Service for purposes other than residential use. Abusive use is characterized, in relation to the average uses observed on the Service, or by misuse of the Service, or by the use of the Service as a storage solution. Once it becomes aware of abusive behavior by the Subscriber, GVA reserves the right to take all necessary measures to put an end to such behavior, in particular in order to allow normal use of the services by its other customers and to avoid any disruption to the services. Beyond 1,000GB/month of download, GVA reserves the right to reduce the Subscriber's download and upload speed until the next billing date to a maximum speed of 1 Mbps to allow all Subscribers to access in optimal conditions.

5.4 The Subscriber is solely liable for direct or indirect, material or immaterial damage caused to GVA as a result of the use of the Service by himself/herself or by any person using his/her Subscription and he/she undertakes to guarantee GVA against any requests, claims or convictions which GVA may be subject to, as soon as these

are caused by the use of the Service by the Subscriber or any person using his/her Subscription.

**Section 6: DESCRIPTION AND ACCESS TO CANALBOX INTERNET SERVICE**

6.1 CANALBOX INTERNET Offer is an offer that allows Subscribers to have access to the home Internet with optical fiber technology at home. Offer details are described in the Price list.

6.2 Prior to subscribing to the Service, the Subscriber must ensure that he/she has computer equipment with a configuration compatible with the Equipment necessary for access to the Offer.

Installation fees will be invoiced at the current rate indicated in the Pricing list.

6.3 Subscription to the Service is subject to specific technical eligibility conditions. The home must be within the coverage area of GVA's fiber optic network.

6.4 The rights to access and use of Service are non-exclusive and non-transferable rights.

6.5 GVA makes every effort to offer the Subscriber optimal quality of the Service provided. In the event of network overload, real-time traffic and web browsing are prioritized over uses identified as streaming or by means of "peer to peer" software likely to be slowed down. GVA draws the Subscriber's attention to the following points:

- Data transmissions on the Internet only benefit from relative technical stability, these circulating on heterogeneous networks with various technical characteristics and capacities, which are sometimes saturated at certain times of the day;

- GVA cannot exercise control over the Data that may pass through its server center and over the content it hosts;

- response times and technical performance for consulting, querying or transferring of information depend on the various servers and routing equipment making up the Internet network and which are not under the responsibility of GVA;

- Data circulating on the Internet is not protected against possible misappropriation, and thus the communication of passwords, confidential codes and more generally, of any confidential and/or sensitive information is carried out by the Subscriber to its risks and perils;

- it is the Subscriber's responsibility to take all appropriate measures to protect his/her own Data and/or software stored on the Equipment from contamination by viruses and attempts to break into his/her computer system by third parties via the Service, whether or not the Subscriber is equipped with a protection system provided or not by GVA;

- sharing of Internet access, in particular in the context of Wi-Fi technology, can generate possible inconveniences such as a drop in speed;

- Service may be disrupted or even interrupted momentarily and/or locally in the event of technical maintenance, reinforcement or extension work on the network.

6.6 If the Subscriber notices that the Service is interrupted, he/she must notify Customer Service as soon as possible.

**Article 7: PAYMENT/INVOICING METHOD**

7.1 The Subscription is paid by Subscriber. The Subscriber is solely responsible for paying all sums due under the Contract.

7.2 The application for Subscription or a renewal implies the payment by the Subscriber of the monthly price of the Subscription chosen by the Subscriber.

7.3 The prices applicable to the Subscription and the payment methods are those defined in the current Price List.

**ARTICLE 8: CONNECTION OF THE CUSTOMER'S HOME AND BOX INSTALLATION:**

8.1. GVA is carrying out a feasibility study in order to determine beforehand the houses that can be connected. Given the theoretical nature of the feasibility study carried out, it is thus possible in certain cases that during the connection, technical impossibilities in particular prevent the effective connection of the Subscriber's home.

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In this case, GVA and the Subscriber agree that this Contract would be automatically terminated without further formality. GVA will refund the amount of the Subscription paid by the Subscriber at the time of the subscription as well as the Installation fees if the problem is attributable to GVA and will take back Equipment. The Customer undertakes to return the Equipment in its complete original packaging, in good and functional condition with no signs of damage.

8.2 At the end of the Subscription, the GVA installation department calls the Subscriber to arrange an installation appointment. The Subscriber can request the modification of the appointment slot up to 12 working hours before the scheduled slot by calling Customer Service. After this period, appointment cancellation fees may be applied under the current pricing conditions.

8.3 As part of the Subscriber's home connection service, GVA installs a fiber optic cable from a connection point on the GVA local loop network to the Subscriber's home, where the cable is terminated by a connectorized wall outlet (Optical Termination Point).

The Subscriber is informed and agrees to:

- Grant access to his or her house or apartment to anyone contracted to do so; and to

- The Customer, in collaboration with the Technician, will determine the optimal location for the installation of the Router and Equipment. The Technician will advise the Customer on factors that may impact signal strength, coverage, and functionality, and the Customer will have the final say in the placement, provided it complies with all applicable safety regulations and does not obstruct access to necessary utilities.

-Allow the technician to proceed with the drilling of the required holes on the walls for routing the cables.

-The Equipment is then connected to the wall outlet (Optical Termination Point) with an optical cable.

-The Technician shall assist the Customer in testing the Router and Equipment at various potential installation locations within the Customer's premises. The Customer shall provide access to all necessary areas and cooperate with the Technician during the testing process. The Technician will operate the testing equipment and provide the Customer with the test results and technical explanations. The Customer shall then select the final installation location based on their desired balance between functionality, coverage, and aesthetics. The Customer acknowledges that their final decision may impact the service performance, and the Technician is not responsible for any resulting issues directly attributable to the chosen location.

-Any subsequent relocation of the Router and Equipment at the Customer's request will be subject to additional charges. The Customer agrees to be responsible for all labor, materials, and other costs associated with such relocation.

### Article 9 : EQUIPMENT

9.1 Access to the Service is subject to the installation and use of the Equipment supplied by GVA. Failing this, GVA declines all responsibility.

In order to be able to access the Service, the Subscriber must have the following equipment (hereinafter "Equipment") :

- a CANALBOX internet box;

- a CANALBOX optical cord.

9.2 The Equipment is delivered to the Subscriber by GVA when taking out a Subscription. The delivery of Equipment without taking out a Subscription is not authorized (except in the case of a replacement following loss, deterioration, theft or a paid exchange).

9.3 This delivery of Equipment does not entail any transfer of ownership of the Equipment, which remains the exclusive property of GVA. The Equipment is deemed to be in the care and responsibility of the Subscriber from its delivery/installation by GVA to the Subscriber's home and for the duration of the Contract.

GVA retains ownership of the Equipment, including the customer connection cable to the wall outlet (Optical Termination Point). They cannot therefore be assigned, sublet, pledged or given as collateral, transferred or lent in any form whatsoever by the Subscriber.

During this period, the Equipment is the sole responsibility of the

Subscriber. Accordingly, the Subscriber is fully liable to GVA for any damage occurring to the Equipment. He is also fully liable for any damage suffered by GVA or any third party whatsoever as a result of the Equipment. GVA cannot under any circumstances be held liable for any damage whatsoever suffered by the Subscriber or a third party as a result of the Equipment, except for proven fault on the part of GVA.

GVA declines all responsibility in the event of degradation or inappropriate use of the Equipment (connection cable, wall outlet, optical cord, box, etc.) and reserves the right to invoice for the work necessary to bring it into conformity and/or to replacement of Equipment if necessary.

In the event of a problem of any kind with the Equipment (such as malfunction, deterioration, etc.), the Subscriber is required to notify GVA as soon as possible from the time he/she finds the problem.

9.4 From the end of the Contract, whatever the cause and the author, any Equipment made available to the Subscriber by GVA must be returned to GVA in good condition and in its complete original packaging within eight (8) days.

9.5 Failing to return Equipment(s) made available or in the event of late return or Equipment in poor condition, GVA will invoice the Subscriber for the value of the Equipment(s) in question indicated at the amounts indicated in the Pricing List.

### Article 10: WARRANTY

10.1 The Equipment is guaranteed for the duration of the Contract. In the event of a breakdown or defect, the defective Equipment will be exchanged and must then be returned to GVA within forty-eight (48) hours in good condition in its complete original packaging for testing and replacement.

10.2 The warranty does not apply in the event of deterioration resulting from a cause unrelated to the device, in the event of misuse, technical intervention not sponsored by GVA, degradation, transformation or modification, defective installation and more generally in the event of use not in accordance with the recommendations appearing in the instructions for use of the above equipment, in the event of opening of the box and use of a voltage different from that specified in the recommendations. The Subscriber undertakes not to intervene himself/herself and not to involve a third party for the purpose of repairing, modifying or dismantling of Equipment. The warranty does not cover normal wear and lack of maintenance, fortuitous events or force majeure. In the event of disappearance, loss, destruction, breakdown or malfunction of the Equipment, GVA will invoice the Subscriber for repair or replacement fees at the price set out in the current pricing list.

### Article 11: PERSONAL DATA

11.1 The personal data declared by the Subscriber is intended for GVA which, with the express agreement of the Subscriber, is authorized to keep them in computer memory, to use them as well as to communicate them to legal entities of its group, or even to third parties or subcontractors for the purposes of managing the Subscriber's Contract. The optional information is intended to get to know the Subscriber better, to improve the Service offered to him/her and/or to allow him/her benefiting from commercial offers for similar products or services provided by GVA, all in compliance with legislation in force.

GVA may send to the Subscriber, by any means, information allowing him/her to better understand the Offers as well as commercial information.

11.2 Personal data and any identifying information concerning the Subscriber may be communicated upon requisition by the competent judicial and administrative authorities. In addition, in accordance with the texts in force on the interception of electronic communications, GVA may be required to implement, at the request of the competent judicial or administrative authorities, any interception measure (eavesdropping, interception, storage) or surveillance prescribed by these.





## General Terms and Conditions for CANALBOX Subscription

### **Article 12: HOME SELECTION**

*For the execution of the Contract and its consequences, the Parties select a home in their respective places of residence.*

### **Article 13: APPLICABLE LAWS - DISPUTE SETTLEMENT**

*The Contract is governed by the law of the country where the house declared by the Subscriber to GVA for the purposes of the Subscription is located.*

*Any litigation or disagreement arising from the interpretation or execution of the Contract or relating to it, will first be settled amicably. In the absence of an amicable settlement, the dispute between the Parties will be referred to the competent national court.*



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#### CANALBOX PRICING

For the latest Canalbox Pricing please refer to the website [www.canalbox.ug](http://www.canalbox.ug)