

TERMS AND CONDITIONS – SEANET Myanmar VSAT Broadband Subscription

Definitions

Activation Date means the date on which the Service (hereinafter defined) is activated for the Customer by SEANET MYANMAR as more particularly described in Clause 1 hereunder.

Agreement means this agreement made between SEANET MYANMAR and the Customer for provision of the Service and shall include the Subscription Agreement (and its attachment(s)) and these terms and conditions (“Terms and Conditions”), and all amendments and variations made by SEANET MYANMAR from time to time;

Application Form means the Subscription Agreement printed overleaf or as attached to the Terms and Conditions requesting particulars from an applicant offering to become a Customer (hereinafter defined) and furnishing the required and genuine information. The Application Form and the Terms and Conditions shall form this Agreement.

Customer means the person who had subscribed to the Service and as referred to in the Subscription Agreement, which may include but shall not be limited to a sole proprietorship, partnership, company or any other entity on whose behalf this Agreement is executed and whose particulars are as stated in the Application Form;

Deposits means the deposit for the Services equivalent to 1 month subscription fee as specified in the Application Form and shall be paid to SEANET MYANMAR on application;

Equipment means the equipment duly authorized and installed by SEANET MYANMAR and/or its authorized contractors, leased from SEANET MYANMAR for the provision of the Service to the Customer which shall consist of satellite modem, satellite dish, low noise block converter, block up converter and cable;

Fee means the monthly subscription fee for the Service;

Minimum Subscription Period means the minimum period of subscription by the Customer for the Service which shall be twenty four (24) months;

Party means reference to any of the parties to this Agreement, either SEANET MYANMAR or the Customer individually;

Parties means reference to all of the parties to this Agreement, SEANET MYANMAR and the Customer collectively;

Reactivation Fees means reconnection fee of USD Fifty (\$50.00) which shall be imposed by SEANET MYANMAR to the Customer for any reactivation of Service;

Service means a high speed satellite connectivity service which provides connection to the internet, the particulars are as provided herein the Application Form;

Site means the approved location for installation of the Equipment for purpose of provision of the Service in accordance with this Agreement as specified in the Application Form;

SEANET MYANMAR means Southeastasianet Technologies Myanmar Co., Ltd (Company No. 448fc/2014-2015), a Satellite Broadband Service Provider in Myanmar with NSF(I) license to provide the Satellite Telecommunication Service using Very Small Aperture Satellite Terminal (“the VSAT”) having its business address at Block 3, Room 8, MICT Park, Hlaing Campus, Hlaing Township, Yangon, Yangon, the Republic of the Union of Myanmar.

Subscription Period means the period for which the Customer subscribe for the Service, the particulars are as provided herein the Application Form.

Words and expressions denoting the singular include the plural numbers and words and expressions denoting the plural shall include the singular number unless the context otherwise requires. Words denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.

The expression "him" or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

1. Commencement

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- 1.1 The Subscription Period for the Service shall only commence and this Agreement shall become effective only upon the successful provisioning of the Service at Site as specified in the Application Form and shall continue throughout the Subscription Period until terminated earlier by the Customer or SEANET MYANMAR in accordance with Clause 10.
- 1.2 This Agreement shall remain in full force and effect for the duration of the Minimum Subscription Period and upon expiry of the Minimum Subscription Period, this Agreement will automatically be renewed on a yearly basis unless earlier terminated by either Party hereto in accordance with Clause 10.

2. Application For The Service

- 2.1 Upon submission of the Application Form, the Customer shall ensure that all information (and documents) submitted to SEANET MYANMAR (including information requested to be submitted with the Customer's Application Form or information upon SEANET MYANMAR's request) are accurate, true, current and complete in all respect and the Customer hereby undertakes to inform SEANET MYANMAR of any updates to such information in the event of any changes thereto.
- 2.2 In order to register for the Service, the Customer shall be and hereby warrants that the Customer is, if an individual, at least 18 years of age and a resident in Myanmar and if a Company, the Customer shall submit supporting documents such as a copy of the Company Registration Form, copy of Authorized Signatory's NRC or Passport, Relevant PO or Quote, Letter of Authorization with the Application Form. In registering for the Service, the Customer shall undertake to provide all the necessary genuine information and documents as required by SEANET MYANMAR from time to time.

3. Provision of The Service

- 3.1 SEANET MYANMAR shall provide the Service with reasonable skill and care and in accordance with the provisions of this Agreement. SEANET MYANMAR shall provide the Service at its best effort in areas where technically feasible.
- 3.2 SEANET MYANMAR does not guarantee that the Service will be fault free or that it shall not disrupt other existing signals and/or telecommunications services. However, if a fault or disruption occurs, the Customer should report the fault by telephone, electronic mail or in writing to the SEANET MYANMAR's customer service at the contact details as provided herein and SEANET MYANMAR shall endeavour to rectify the fault as soon as reasonably practicable. The Customer hereby acknowledges that SEANET MYANMAR's effort to rectify the fault is confined to its network only and not beyond where connectivity to other networks or infrastructure belong to third parties and SEANET MYANMAR shall not be liable for any disruption or interruption whatsoever.
- 3.3 SEANET MYANMAR may suspend the Service where necessary for operational reasons such as repair, maintenance, improvement of the Service, governmental or regulatory directive or due to emergency reasons. Except in the event of an emergency, SEANET MYANMAR will attempt to give the appropriate notice as and when required. SEANET MYANMAR will restore the Service after suspension as soon as reasonably practicable.
- 3.4 The bandwidth will be provided on a sharing basis with the use of equitable policies to all customers which is based on subscription of packages. The bandwidth will always be provided on a sharing basis unless specifically specified that bandwidth is dedicated bandwidth.
- 3.5 In the event SEANET MYANMAR identifies that the Customer is abusing the Service, SEANET MYANMAR shall exercise its right to temporarily limit the speed. In cases of extreme and continued violation or abusing of the Service, SEANET MYANMAR shall be entitled to suspend the Service. SEANET MYANMAR may use other traffic bandwidth management and prioritization tools to ensure equitable access to its network for all customers.
- 3.6 SEANET MYANMAR may for operational or other reasons change any number or prefix allocated to the Customer or the specification of the Service for voice services. SEANET MYANMAR may also modify or update the Service without prior notice to the Customer.
- 3.7 Fair access policy (FAP) shall be applied to the site so that all customers get the proper throughput under best effort scenario and to make sure that bandwidth abuse can be avoided.

4. Equipment

4.1 The Equipment is leased to the Customer and remains the property of SEANET MYANMAR for the use of the Service and the Customer shall

- i. adhere to all instruction and notice (written or otherwise) given by SEANET MYANMAR from time to time regarding the use of the Equipment;
- ii. be responsible for the security of the Equipment and to maintain the Equipment in good condition and shall not damage, transfer or change location of the Equipment without a notice in writing to SEANET MYANMAR, make any connections to it, or connect any other telegraphic lines or apparatus like the electrical connection, or erase any markings, words or numbers on it, or cause to allow any damage, transfer, change, connection, attachments or disposal of it. The Customer is required to (notwithstanding the other provisions of this Agreement) compensate upon request any expenses to SEANET MYANMAR that are imposed as a result of any breach of this provision.

4.2 The Equipment shall remain under the SEANET MYANMAR's ownership at all times however risk of lost and loss and damage shall pass to the Customer upon delivery of the same to the Site. The Equipment is provided solely for the Customer's use and the Customer may not resell or otherwise dispose of or attempt to resell or otherwise dispose of the Equipment to any third party.

4.3 The Customer shall;

- i. ensure his readiness for installation of the Service on the appointment date;
- ii. comply with and not contravene any and all applicable laws and regulations of Myanmar, whether relating to the Service or otherwise including but not limited to The Myanmar Telecommunications Act;
- iii. be solely responsible for all information retrieved, stored and transmitted by the Customer through the use of the Service;
- iv. provide basic infrastructure for installation of the Equipment including but not limited to availability of requisite electricity supply;
- v. take all such measures as may be necessary to protect his system and network;
- vi. report to SEANET MYANMAR immediately if the Equipment or any part thereof is stolen or lost;
- vii. take appropriate measures to safeguard, properly maintain and keep the Equipment at a safe place;
- viii. adhere to all instructions and notice (written or otherwise) given by SEANET MYANMAR from time to time regarding the use of the Service;
- ix. be responsible for all costs of repairs incurred in relation to the Equipment in the event it is proven that any fault in the Equipment is caused or contributed by any act or omission of the Customer or his representative, agent, licensee or invitee;
- x. return and surrender the Equipment to SEANET MYANMAR in the same condition as and when it was first provided to the Customer, normal wear and tear excepted, upon termination of the Service;
- xi. be liable to pay SEANET MYANMAR for the Equipment and any part thereof which the Customer fails to return or surrender to SEANET MYANMAR upon termination of the Service;
- xii. not hold SEANET MYANMAR liable in the event that the Customer's own equipment and/or other devices is damage due to including but not limited to floods, fire, electrical surge/faults and lightning strike whilst using the Equipment;
- xiii. not hold SEANET MYANMAR liable or responsible in the event that SEANET MYANMAR are unable to replace or change the Equipment to a similar model or type as the Customer's existing Equipment and SEANET MYANMAR reserves the right to replace the Equipment to any model or type available at the relevant time, at SEANET MYANMAR's sole discretion.

5. Alteration / Modification

5.1 In the event the Customer request for any alteration, modification and/or relocation of the Service, the Customer will bear the cost incurred set by SEANET MYANMAR from time to time.

6. Changes of Package Plan

6.1 The Customer's request for upgrades or downgrades of the Service shall be subject to SEANET MYANMAR's approval. For any allowable upgrades or downgrades, installation and activation fees will be charged to the Customer at a rate as specified by SEANET MYANMAR from time to time.

7. Payment

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- 7.1 The Fee for the Service shall be at the applicable rate indicated in the Application Form or such rates as may be prescribed and informed to the Customer by SEANET MYANMAR from time to time.
- 7.2 The Customer is required, upon registration, to pay the Fee, the Deposits and such other fees and charges as specified in the Application Form. The Fee and the Deposit may at the discretion of SEANET MYANMAR be used to set-off against any outstanding amount due to SEANET MYANMAR including dismantling charges at the end of the Subscription Period or termination date, as the case may be. Upon full payment of the outstanding Fees and all other charges and amounts in this Agreement by the Customer on termination, SEANET MYANMAR shall refund the Deposit or any balance thereof, as the case may be, to the Customer. The Service shall be activated at the Customer's premise within three (3) weeks upon clearance of payment above and subject to Site survey and accessibility to Site.
- 7.3 Save and except as otherwise provided in this Agreement, payment of the Fee for the Service shall be payable in advance from the Activation Date. The Customer shall be liable for and shall promptly pay to SEANET MYANMAR, within the time period specified in SEANET MYANMAR bill for the Service, the Fees and all other charges and amounts whatsoever as shown in SEANET MYANMAR bill, notwithstanding that the Customer may dispute the same for any reason(s) whatsoever. Non-receipt of SEANET MYANMAR bill does not in any manner relieve the Customer its obligation to settle the Fees and all other charges and amounts on time.
- 7.4 In the event of suspension or termination of Service at any time during the Minimum Subscription Period, except where such termination arises from SEANET MYANMAR's breach or default or an event of Force Majeure, then the Customer shall be liable to pay to SEANET MYANMAR the Fees and all other charges and amounts for the Service outstanding to SEANET MYANMAR from the date of such suspension or termination until the end of the Minimum Subscription Period.
- 7.5 If the Customer fails to pay the Fees and all other charges and amounts within fourteen (14) days from the stipulated time period in the bill, SEANET MYANMAR shall be entitled to exercise its right to deactivate or suspend the Service. If the Customer continues to fails to pay, SEANET MYANMAR shall exercise its right to terminate the Service and reserve the right to recover all the amounts due up to the Minimum Subscription Period or the termination date, as the case may be, through any means allowed by law whereby all costs and expenses incurred for such means shall be borne by the Customer. The Service shall be reactivated within 24 hours upon payment of Reactivation Fees by the Customer.
- 7.6 In the event the amount stated in SEANET MYANMAR bill or any part thereof remains unpaid after the due date, SEANET MYANMAR reserves the right to charge the Customer interest on the sum that remains unpaid as aforesaid at the rate of 1.5% per month to be calculated from the due date to the date of full payment.

8. Prohibited Use

8.1 The customer shall:-

- i. not use the Service for any unlawful purpose including without limitation for any criminal purposes;
- ii. not use the service in any way which could be found to be in contravention of International Sanctions
- ii. not use the Service to send unsolicited electronic messages or any message which is obscene, threatening or offensive on moral, religious, racial or political grounds to any person including a company or a corporation;
- iii. not compromise or infect any systems with computer viruses or otherwise;
- iv. not infringe any intellectual property rights of SEANET MYANMAR, its related companies and subsidiaries or any third party;
- v. not gain unauthorized access to any computer system connected to the Internet or any information regarded as private by any person including a company or corporation;
- vi. not share the Service with any person including a company or corporation without the prior written approval of SEANET MYANMAR and shall use the Service only for the purpose for which it is subscribed;
- vii. not resell or sublet the Service to any third parties without prior written consent from SEANET MYANMAR; and,
- viii. not use the Service in any manner, which in the opinion of SEANET MYANMAR may adversely affect the use of the Service by other customers or efficiency or security as a whole.

9. Intellectual Property Rights

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- 9.1 The Service and Equipment that accompanies it is protected copyright, patent trademarks and other intellectual property rights or is pending protection. The Customer shall not permit anyone else to distribute externally, broadcast or publish any part of the same.

10. Termination

- 10.1 The Customer may terminate this Agreement by giving SEANET MYANMAR thirty (30) days prior written notice, PROVIDED always that the Customer shall only be entitled to exercise this right after expiry of the Minimum Subscription Period, failing which the Customer agrees to pay to SEANET MYANMAR the full Fee for the remaining term of the Subscription Period, all other outstanding charges and the dismantling charges incurred for the removal of the Equipment from the Customer's premise.
- 10.2 SEANET MYANMAR may at its sole discretion immediately suspend or terminate this Agreement or suspend the provision of the Service in the event that:
- i. SEANET MYANMAR is directed by any competent authority to cease the provision of the Service or any part of it; or
 - ii. the Customer fails to pay the Fee and all other charges where the Customer is required to do so, as set out in Clause 7; or
 - iii. any bank details submitted by the Customer for payment cease to be valid; or
 - iv. the Customer's use of the Service is in breach of any provision of the Terms and Conditions; or
 - v. the Customer's use of the Service materially disrupts the provision of SEANET MYANMAR's services to other customers.
- 10.3 If the Customer chooses to terminate the Service and /or this Agreement after the Minimum Subscription Period, the Customer shall pay and fully settle the outstanding Fees and all other charges as at the termination date immediately.
- 10.4 On termination of this Agreement:
- i. the Customer shall pay to SEANET MYANMAR all the Fees due up to the Minimum Subscription Period or the termination date, as the case may be, and all other charges and amounts and any interest due on these amounts upon setting off the Deposit and the Fee paid in advance;
 - ii. the Customer shall allow and procure the access including all the necessary permission to the site where the Equipment was installed to enable SEANET MYANMAR and/or its contractors to uninstall and return the same to SEANET MYANMAR. The Customer shall, whenever required by SEANET MYANMAR, procure that SEANET MYANMAR's authorized personnel and/or contractor be permitted to enter any sites occupied or controlled by the Customer at such time for such period as may be required for such works contemplated pursuant to this Clause

11. Disclaimer

- 11.1 The Service is provided on an "as is" basis. SEANET MYANMAR makes no warranty of any kind, either expressed or implied, and expressly disclaims all implied warranties, including, but not limited to warranties of accuracy or fitness of the Service and/or the Equipment for a particular purpose of the Customer.
- 11.2 SEANET MYANMAR shall not be liable to the Customer for any direct and incidental loss, cost, claim, liability, expenses, demands or damages whatsoever (including any loss of profits, loss of savings or incidental or consequential damages), arising out of the Customer's failure or inability to use the Service or the Equipment provided by SEANET MYANMAR hereunder. SEANET MYANMAR's liability (if any) is limited to restore and if necessary to replace the Equipment if SEANET MYANMAR decides that the Equipment is not in working conditions or faulty not due to the act or omission of the Customer or his representative, agent, licensee or invitee.
- 11.3 SEANET MYANMAR shall not be liable in the event that the Customer's own equipment and/or other devices is damage due to Force Majeure Event including but not limited to floods, fire, electrical surge/fault and lightning strike while using the Service.
- 11.4 In the provision of the Service, SEANET MYANMAR shall not be liable for any loss of information howsoever caused whether as a result of any interruption, suspension, or termination of the Service or otherwise, or for the contents accuracy or quality of information available, received or transmitted through the Service.

11.5 The Customer shall be solely responsible, and SEANET MYANMAR shall not be liable in any manner whatsoever, for ensuring that in using the Service all applicable laws, rules and regulations for the use of any telecommunications systems, service or equipment shall be at all times complied with.

12. Indemnify

12.1 The Customer undertakes and agrees to indemnify, save and hold harmless SEANET MYANMAR at all times against all actions, claims, proceedings, costs, losses and damages whatsoever including but not limited to libel, slander or infringement of copyright or other intellectual property rights or death, bodily injury or property damage howsoever arising which SEANET MYANMAR may sustain, incur or pay, or as the case may be, which may be brought or established against SEANET MYANMAR by any person including a company or corporation whomsoever arising out of or in connection with or by reason of the operation, provision or use of the Service and/or equipment under and pursuant to this Agreement and which are attributable to the act, omission or neglect of the Customer, his servants or agents.

12.2 SEANET MYANMAR shall use its best endeavours to ensure the continuity and efficiency of the Service at all times but shall not be liable for any loss, damage, consequential or otherwise, arising out of any failure of the Service caused unless such default, error, omission or loss is due to the wilful neglect or default of SEANET MYANMAR. Notwithstanding the aforementioned, the extent of SEANET MYANMAR's liability shall be limited to correcting the failure of the Service only.

13. Force Majeure

13.1 Neither Party shall be liable for any breach of this Agreement arising from cause beyond its control including but not limited to Acts of God, insurrection of civil disorder war or military operations, national or local emergency, acts or omissions of government, highway authority or other competent authority, industrial disputes of any kind (whether or not involving either Party's employees), fire, lightning, explosion, flood, subsidence, inclement weather, acts or omissions of persons or bodies for whom neither Party is responsible or any other cause whether similar or dissimilar outside either Party's control. The parties hereby agree that either Party may terminate this Agreement, by giving fourteen (14) days notice to the other Party, in the event that the Force Majeure event which has occurred prevents either Party from performing and/or continuing its obligations for more than a period of sixty (60) days.

14. Variation

14.1 SEANET MYANMAR reserves the right to amend the Terms and Conditions at any time and the Customer shall be bound by the amended Terms and Conditions. Notice of the amendment may be given by SEANET MYANMAR to the Customer in such manner as SEANET MYANMAR deems appropriate.

15. Severability

15.1 If any provision herein contained should be invalid, illegal or unenforceable under any applicable law, such provision shall be fully severable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement and the legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

16. Assignment

16.1 SEANET MYANMAR may transfer its right, interest and/or obligations in this Agreement to any entity that as a result of a sale of all or substantially all of SEANET MYANMAR's assets, merger, consolidation, corporate reorganization or other similar transaction becomes a legal successor in interest to SEANET MYANMAR. The Customer may not transfer its right to service, or the right and obligations set forth in this Agreement to any third party without SEANET MYANMAR's prior written consent which consent may be withheld or conditioned in SEANET MYANMAR's sole discretion.

17. Waiver

17.1 Knowledge or acquiescence by either Party hereto, of or in any breach of any of the conditions or covenants herein contained, shall not operate as or be deemed to be waiver of such conditions or covenants or any of them, and notwithstanding such knowledge or acquiescence, either Party shall be entitled to exercise its respective rights under this Agreement, and to require strict performance by the others of the Terms and Conditions. Any waiver by either Party of a breach of this Agreement on the part of the other Party shall not constitute a precedent as to any subsequent breach on the part of such other Party.

18. Notice

18.1 All notices, requests or other communications required or permitted to be given or made hereunder shall be in writing and delivered either by hand, or sent by prepaid registered post or legible telefax addressed to the Party at his address set out in the application form for the Service or to such other address or facsimile number as any Party may from time to time duly notify to the other Party. Such notices, requests or other communications shall be deemed to have been given by facsimile immediately after transmission thereof or if sent by post, forty-eight (48) hours after posting.

19. Governing Law

19.1 This Agreement shall be governed and construed in accordance with the laws of Myanmar.

20. The Customer's Warranties and Acknowledgement

20.1 The Customer hereby warrants that:

- i. he has the legal capacity to enter into this Agreement and is not a minor; and
- ii. if the Customer is a body corporate, it has the required corporate authority to enter, execute and be bound by the terms and conditions of this Agreement.

20.2 The Customer acknowledges that:

- i. he has read and fully understood all the terms and conditions herein upon signing the Application Form and agrees to be bound by the same upon SEANET MYANMAR accepting the application;
- ii. the details and documents provided to SEANET MYANMAR together with the Application Form are true, genuine and contain the latest information and allows SEANET MYANMAR to conduct independent verification of the same with any organization or body;

20.3 Notwithstanding the above, SEANET MYANMAR reserves the right to reject the application or require the Customer to furnish further details or documents as SEANET MYANMAR deems fit and necessary without assigning any reason whatsoever.

20.4 The Customer further acknowledges and agrees that:

- i. It is SEANET MYANMAR's policy to use the Customer's data and personal information acquired through the registration process or through the Customer's use of SEANET MYANMAR's products and services for its business purposes.
- ii. SEANET MYANMAR may use the Customer's personal information for the internal purposes of customizing advertisements and content on the website(s) and SEANET MYANMAR partner sites, providing information to the Customer of other products and services available from SEANET MYANMAR and its affiliate, processing and fulfilling the Customer request for products and services, responding to the Customer's enquiries, conducting research for improvement of the Service and statistical analysis and the general operation and maintenance of the Service and its related website(s).
- iii. SEANET MYANMAR will disclose the Customer's personal information if required to do so by law or in good faith, if such action is necessary to:

a) comply with any law enforcement agency, court orders or legal process; and/or

b) protect and defend the rights or property of SEANET MYANMAR and its users.

21. General Provision

21.1 SEANET MYANMAR may assign, sub-contract or otherwise deal with its rights or obligations under this Agreement without any prior notice. The Customer shall not assign, sub-contract, sell or transfer the Customer's rights or obligations under this Agreement.

21.2 SEANET MYANMAR may set additional terms and conditions ("Supplementary Terms and Conditions") for each of our products and services from time to time. Such Supplementary Terms and Conditions shall form and be read together with the Terms and Conditions.

End of Terms & Conditions

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