

03. MOBI Specific Terms and Conditions of Services

1. Definition and Interpretation

1.1. The General Terms shall apply and govern each and/or all of the Services in addition to any Specific Terms, and in the event, there is a conflict or inconsistency between the Terms, the documents shall be construed in the following order of precedence:

- (i)** any other terms and conditions otherwise agreed between us in writing;
- (ii)** the applicable Specific Terms; and
- (iii)** the General Terms.

In the event such construction fails to resolve the conflict or inconsistency, such conflict or inconsistency shall be resolved in a manner most favourable to the Service Provider, to the fullest extent permissible under the applicable law.

1.2. This MOBI Specific Terms shall apply and govern all products and Services in relation to the MOBI Postpaid Plans depicted on the Platform under the umbrella of the General Terms.

1.3. In this MOBI Specific Terms of Service, words and expressions shall have the same meaning as outlined in Clause 1.1 of the 'General Terms' and Conditions of Services.

1.4. Unless otherwise stated with reference to any other Terms, any reference made in this MOBI Specific Terms to any Clauses shall be interpreted as to Clauses within these terms.

1.5. Unless otherwise stated to be for International or Roaming use, the provision of Services for call minutes, SMS and data in these Specific Terms shall be interpreted for local use only.

2. Registration

2.1. Registration for any MOBI plans either on Contract Plans or Non-Contract Plans must be submitted in compliance with all applicable Registration Forms in addition to the supplementary information at stipulated on the Platform according to the classification of the Subscriber.

2.2. The different classifications of Subscribers and their requirements for registrations are as stipulated on the Platform.

3. MOBI Plans & Contract Plan Bundles

3.1. The different types of MOBI Postpaid Plans and Services Subscribers may engage in through the Platform or at the Service Provider's Branches are as listed on the Platform.

3.2. Contract Plans constitute a monthly commitment from the Subscriber at the monthly rate as stipulated on the Platform. Contract Plans that include a handset device that will be leased to the Subscriber may require an upfront payment as depicted on the Platform.

4. Add-On Bundles

4.1. The Add-On Bundles which can be purchased to supplement the MOBI plans can be found on the Platform.

4.2. The Data Roaming Add-On Bundles for MOBI subscribers) which can be purchased to supplement the Plans above are as stipulated on the Platform.

5. **Additional Rates**

- 5.1. The Rates & Charges for local provision of minutes, SMS and data (after exceeding the monthly Plans including Add-Ons) including IDD and roaming charges are as stipulated on the Platform.

6. **Specific Obligations**

- 6.1. The Subscriber agrees that:

- 6.1.1. They have read, understood and accepted these Specific Terms and these Specific Obligations which regulates their use of the Services above;
- 6.1.2. For any Contract Plan depicted on the Platform, the Subscriber shall enter into the mandatory contractual term that shall commence from the date stipulated at the Monthly Rate;
- 6.1.3. For any Contract Plan depicted on the Platform, the Subscriber shall be obliged to pay the deposit stipulated before its commencement;
- 6.1.4. Should they exceed any of the limits on their monthly quota for any of the Plans or Add-Ons combined, they shall be charged on a pay-per-use basis on the rates and charges stipulated in Clause 5.1;
- 6.1.5. Any and all payments due will be subject to its depiction on the Platform or Registration Forms and according to all the Terms applicable under the General Terms;
- 6.1.6. If they are a foreign national, they will be required to provide a Guarantee prior to the commencement and Activation of any Plan. This Guarantee is refundable upon its completion provided there are no outstanding debts accrued. The Service Provider may at its discretion vary the amount of the Guarantee due;
- 6.1.7. Their Contract Plan will revert to the equivalent version of a Non-Contract Plan unless otherwise renewed by the Subscriber prior to expiry of their Contract Plan;
- 6.1.8. If they terminate any Contract plan prior to its completion, the Subscriber will be imposed the applicable penalty charges that take into consideration the remaining period of the Plan or the amount equivalent to the device (if applicable);
- 6.1.9. Any Bundles consist of a MOBI Plan with a leased device requiring an upfront payment as depicted on the Platform known as Contract Plans, and upon its expiry these Contracts will revert to its equivalent MOBI Plan;
- 6.1.10. Any leased device Bundled with their contract shall belong to the Service Provider and their titles of ownership shall not pass to the Subscriber (where applicable) unless and until their debts to the Contract Plan have been satisfactorily completed;
- 6.1.11. Data Add-On purchases stipulated in Clause 4 will be charged to the Subscriber's bill, purchases made cannot be cancelled and are not refundable. Any of the unused Data Add-Ons will be forfeited upon expiry;
- 6.1.12. That Data Roaming Add-On Bundles are non-refundable and if unused will be forfeited upon expiry;
- 6.1.13. That they shall ensure they maintain a credit limit above B\$ 100.00 before engaging any Data Roaming Add-On Bundle;
- 6.1.14. In the event that a Contract Plan is no longer offered, the Service Provider shall offer a similar Contract Plan to the Subscriber;
- 6.1.15. The Service Provider may terminate the Contract due to a breach by the Subscriber to any of the terms above or to any of its obligations and duties under the General Terms;
- 6.1.16. They shall be subject to the applicable Fees and Charges for any upgrade or downgrade of their monthly subscription plan.

- 6.2. The Service Provider agrees:

- 6.2.1. To provide the Subscriber a notification of one (1) month before the expiry of their plan where applicable;

- 6.2.2. The Subscriber may upgrade, or downgrade their monthly subscription plan either on the Platform or by notifying the Service Provider subject to the applicable Fees and Charges imposed by the Service Provider;
- 6.2.3. Any deposit payment made by the Subscriber shall be refunded, free of interest, to the Subscriber when their obligations under the Contract or Plan has been fully performed and there is no outstanding debt accrued;
- 6.2.4. They shall provide the Subscriber with standard warranty terms on any device Bundled with their Contract which may vary according to its make and model;

7. **Miscellaneous**

- 7.1. The Service Provider shall offer MOBI Bundles as stipulated on the Platform.
- 7.2. Any Subscribers engaged on any obsolete MOBI plans are afforded the right to renew their current plan or upgrade into any of the plans depicted on the Platform.
- 7.3. A Subscriber switching their Plan from EASI to MOBI will have to stay subscribed for six (6) months before switching back to EASI.
- 7.4. A Subscriber can migrate their existing EASI Prepaid Plan number for a MOBI Postpaid Plan number by paying the prescribed fees depicted on the Platform.
- 7.5. The Applicable Countries/Operators available for International Data Roaming Add-On are as stated on the Platform.
- 7.6. The Applicable Countries/Operators available for International Roaming Services: voice, SMS and data and the pay-per-use roaming charges are as stipulated on the Platform.
- 7.7. The Applicable Countries for international direct dialling operators (IDD) for IDD 00 Plus, Economy Call 095 and Super Economy Call 099 and the pay-per-use IDD calls charges are as stipulated on the Platform.
- 7.8. The Applicable Countries for international SMS and the pay-per-use international SMS charges are as stipulated on the Platform.