

1) EAZI TELECOM LTD ("EAZITELECOM") also trading as Limba, an EAZITELECOM registered brand and trade mark, hereby agrees to provide you (the "Customer") with a telephone service or two-way communication via EAZITELECOM (the "Service") and/or a telephone or other electronic apparatus (the "Device") on the terms and conditions of this agreement.

2) This agreement is intended to be a legally binding contract between EAZITELECOM and the Customer and is at all times subject to the Laws of Gibraltar and the parties to this agreement hereby agree to submit to the exclusive jurisdiction of the courts of Gibraltar.

3) The terms and conditions of this contract or Agreement (unless otherwise expressly indicated) are applicable to both post-paid Services (contracts) and prepaid Services (Scratch Cards) and Products.

4) In respect to post-paid contracts only this Agreement shall be for a period of either; 12 months [ ] from the date of acceptance by EAZITELECOM and thereafter shall automatically renew or continue in force upon the same terms and conditions until terminated. The Customer at EAZITELECOM's discretion may be given the option to change their contract plan. The Customer may also (as long as the Customer has paid any and all outstanding debts to EAZITELECOM) elect to terminate this contract at any time within the initial 12 month contract period (or any automatically renewed or period roll on thereafter) without incurring any penalty.

5) The Customer hereby agrees to pay, on demand, the appropriate charges and/or tariffs as set out by EAZITELECOM and agrees that EAZITELECOM has the right to, at any time, vary its charges and/or tariffs rates or introduce new charges and/or tariff rates and/or periodically make changes to this Agreement upon first giving the Customers prior reasonable notice (1 month) of such changes. For the avoidance of doubt, if the contract or product is materially changed at any point by EAZITELECOM, then EAZITELECOM will give the customer 1 months' notice via its website or social media or SMS message or the media and the customer may (as long as the Customer has paid any and all outstanding debts to EAZITELECOM) opt to either continue to use the amended product or service (and will be bound by these and any associated new contractual terms) or may opt (by giving EAZITELECOM notice in writing or via a cancellation form) to terminate the contract.

6) The Customer hereby agrees that they shall not use the Device and/or Service: To send any message which is offensive, abusive or indecent or which in any way has an unlawful purpose or is done in an unlawful manner or for making annoying, malicious or nuisance calls.

7) EAZITELECOM may, without notice, interrupt or temporarily suspend the Service for the purpose of repair, maintenance or improvement thereof.

8) EAZITELECOM may interrupt, suspend or terminate the service to any customer contravening Clause 6 & 7 and may refuse to restore service.

9) EAZITELECOM shall not be liable to the Customer in contract, tort or otherwise for any death, illness or personal injury or any financial loss or damage, whether direct or indirect, whatsoever or however caused arising from or as a result of the use, suspension or malfunction of the Service and/or Device.

10) The Customer agrees to insure any Device provided to them for its replacement value (including cover for usage made if it is lost, damaged or stolen). Please note that in the event that your Device suffers any of the aforementioned; you will need to notify us immediately so we can prevent, if possible, any unauthorised usage. At EAZITELECOM'S sole discretion, the Customer may be required to pay for any charges or bills relating to any and all unauthorised usage. EAZITELECOM accepts no liability for any losses (financial or otherwise) whatsoever for lost or damaged products as well as charges or bills relating to the same. Replacement Devices, Services or products (including SIM Cards) may be provided by EAZITELECOM at its sole discretion and at a charge it determines is reasonable.

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11) If at any time a Device is supplied by EAZITELECOM (to the Customer or their representative) on a finance plan or under any other arrangement and the Device is lost, stolen or damaged, then the Customer hereby agrees to remain liable for and to repay on demand any outstanding sum still owed on the Device to EAZITELECOM and/or its representatives.

12) The Customer hereby agrees to pay on time any Connection Fees and/or Installation Fees or any fees whatsoever which are applicable to the Service and/or Device or product being provided by EAZITELECOM or its representatives to the Customer or their representatives.

13) When your Device is connected, it may be programmed to be fixed to a particular provider or network and/or barred from making international and/or premium rate calls or using overseas networks. To lift any such restrictions the Customer will need to contact EAZITELECOM to agree the lifting of the same.

14) On connection of your Service and/or Device, the Customer may be asked to pay a refundable, non-interest bearing deposit to be used as security. EAZITELECOM may require the Customer at any time to increase or top-up the amount of money applicable to this deposit. The Customer shall not be entitled to any interest on the deposit. Upon termination of this agreement, subject to any rights of set-off which EAZITELECOM may have against the Customer, the amount on the deposit shall be returned by EAZITELECOM to the Customer.

15) EAZITELECOM may invoice the Customer for the Services and/or Device or product provided (the invoice will be on your Limba account for you to access). The Customer shall make the payments to EAZITELECOM shown on the invoice (or the SMS message sent to them requesting payment) and should they have insufficient funds in their account to satisfy the bill or arrears and or the request for payment (either in their invoice or in the SMS notification to them) is not immediately satisfied by the Customer, EAZITELECOM may immediately terminate and or suspended all or part of the Customers Service. The Customer hereby agrees to arrange to set-up recurring transactions (Bank card) to pay their invoice, bill or charges or any arrears and/or pay the same by cash. Please note that if also the Customers Deposit and/or arrears at any time reaches a point where EAZITELECOM requires payment(s) to be made by the Customer (to top-up the deposit and/or pay the arrears) then the Customer hereby agrees that if EAZITELECOM deems it necessary, that it may debit the Customers deposit and/or bank Card(s) to top-up the deposit and/or clear the Customers arrears. Prior to any termination, disconnection or suspension of any Services and/or Products EAZITELECOM will notify the Customer by SMS and/or by the contact details they have provided to EAZI TELECOM on the signing of this Agreement. Please note, should the arrears or debt not be settled to EAZITELECOM's satisfaction all or part of the Customers service may be immediately suspended or terminated. Please note if the Customer changes their contact details or Bank or Bank Card details at any point during the term of this Agreement (or the provision of the Service to them by EAZITELECOM) they should immediately notify our Customer Care Team at EAZITELECOM's registered offices at 48 Royal Ocean Plaza, 16 Glacis Road, Gibraltar or EAZITELECOM shop at 8 King Street, Gibraltar. Our contact telephone number can be found on our website ([www.limbatelecom.gi](http://www.limbatelecom.gi)) and is 00 350 21600000.

16) EAZITELECOM may decide to accept alternative methods of payment of any monies owed to it, only if the Customer has agreed this with EAZITELECOM beforehand and the Customer hereby accepts that EAZITELECOM may need to levy an administrative charge for any and all methods of payment. Any failed direct debit charges or other payment methods may incur an administrative fee. Some payment methods or types of bank cards may attract larger administrative fees than others. The Customer may also be required to provide EAZITELECOM with their bank card details. Please see in store notices or ask in store for preferred bank card companies.

17) All account cancellations and terminations require EAZITELECOM'S prior approval and are subject to the EAZITELECOM terms and conditions and necessitate an account cancellation form. EAZITELECOM without prejudice to its rights, reserves the right to freeze, suspend, cancel any account or terminate this Agreement where the Customer fails to (whether wholly or partly) make payments promptly or for any other outstanding sums owed to EAZITELECOM or the Customer is wound up or declared bankrupt or enters into a composition or arrangement with creditors or for any other breach of this agreement whatsoever. Please note any account cancellations by the Customer are subject to the EAZITELECOM terms and conditions and necessitate an account cancellation form. If EAZITELECOM restores the Service; the Customer may be required to pay a reconnection fee, the amount or levelling of which is an EAZITELECOM's sole discretion.

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18) After any termination of this Agreement and/or any Services and/or any Products relating to the same provided by EAZITELECOM to the Customer or his representative(s), the Customer hereby agrees that it will remain liable to pay any outstanding monies owed to EAZITELECOM.

19) In respect to EAZITELECOM Scratch Cards only (unless EAZITELECOM decides otherwise), the credit on these Scratch Cards is valid only for a period of 180 days ("Validity Period") from the Date of Activation at the end of which time any remaining credit will be lost or void and cease to have effect. EAZITELECOM will not be liable to activate those credit(s) or offer any replacement credits or refund or any recompense to the Customer. EAZITELECOM at its sole discretion may, at any time, now or in the future stop, renew or change this Validity Period and details of this will be published beforehand, either on EAZITELECOM's Website or Scratch Cards material(s) or promotional material(s) or through the media. After the aforementioned Validity Period has expired, in order to continue using the Scratch Cards Service, Customers must purchase new credits ("Top-Up") and upon activation of the same, will be able to use the Service it provides and these same terms and conditions will automatically renew and continue to apply.

20) In respect to EAZITELECOM Scratch Cards only any associated Top-Up offers or bonuses (unless EAZITELECOM decides otherwise) are only valid for 30 days ("Validity Period") from activation of the credit on the scratch card and after this period will be void and cease to have effect. EAZITELECOM at its sole discretion may, at any time, now or in the future stop, renew or change this period and details of this will be published beforehand either on our Website or Scratch Cards material(s) or on promotional material(s) or through the media.

21) In respect to EAZITELECOM Scratch Cards only if there are any delays or errors in activation of the credit (or bonus or bundle) on the same or top-up of the same or adding of bonuses; once the customer has reported the problem to EAZITELECOM (through our fault reporting and complaints procedure which can be found on our website and or in store) if it is found to be an error which has arisen through no fault or negligence of the Customer, EAZITELECOM will make every effort to remedy or correct the situation as soon as possible. However, the Customer hereby agrees that it will accept any refund of credits that may be offered by EAZITELECOM and agrees that (unless EAZITELECOM decides otherwise) that they are not entitled to receive a monetary refund for the credits already paid for the Scratch Card (or bonus or bundle).

22) If a Customer uses the Top-up facility in order to add credit to an account but the Customer or his representative enters the wrong details or commits any other error which results in their money being lost or credited to the wrong account, the Customer hereby agrees that EAZITELECOM shall not be held liable for any lost whatsoever (to the Customer or his representative) and is not liable for the repayment of the lost credit.

23) EAZITELECOM reserves the right to assign or transfer this Agreement or any rights or Services relating to it to a third party at any time. The Customer shall have no right to assign this Agreement or rights or Services relating to it without the prior written consent from EAZITELECOM.

24) The Customer hereby agrees that any data which is collected or given to EAZITELECOM or its representatives by the Customer or their representatives may be sent, held or stored in EAZITELECOM'S own servers or databases or a Cloud database or server in any jurisdiction which EAZITELECOM (in its sole discretion) decides is necessary for it to provide its service or products to the Customer. In the case of the Cloud server or database no personal financial will be held by EAZITELECOM in that system but only an incident report and the customer's reference number.

25) The Customer agrees that we may also hold or collect personal data on the Customer and provide it to third parties and/or use it for a variety of purposes including (but not limited to) marketing, credit checks, regulatory requirements, normal business operation and/or improvement practices.

26) EAZITELECOM will make every effort to keep the Customer's data and communications secure but the Customer accepts and agrees that despite our best efforts there is always an inherent risk that communications (or any data held by us) may be intercepted unlawfully and if any loss or damage occurs to the Customer or their representatives due to the use or provision of any Customer information or data provided to a third party by EAZITELECOM or its representatives or the unlawful access or interception of the same, the Customer hereby agrees that EAZITELECOM shall not be held liable.

27) Unless the Customer has specifically agreed in writing beforehand with EAZITELECOM, all software installed on any Device must only be the officially authorised software.

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28) EAZITELECOM is not responsible and/or liable for any damage caused or relating to the installation and/or operation of any software (whether authorised or not) installed on any Device provided.

29) Neither party shall be liable to the other for any breach of this Agreement caused by the Act of God, insurrection, riot, civil disorder, war military operations, local emergency, acts or omission of government or other competent authority, EAZITELECOM's compliance with any statutory or other legal obligation, industrial disputes of any kind (whether or not involving EAZITELCOM or its employees) fire, lightning, explosion, flood, subsidence, weather of exceptional severity, acts or omissions of persons for whom EAZITELECOM is not responsible (including in particular other telecommunications service providers) or any other cause whether similar or dissimilar outside EAZITELECOM's reasonable control.

30) All complaints regarding any EAZITELECOM Services and/or Products should be addressed through EAZITELECOM'S complaints and faults procedure (which may from time to time be amended, substituted or supplemented by EAZITELECOM). Further information can be obtained from EAZITELECOM'S website.

31) This agreement contains the entire understanding of the parties and cancels and supersedes all prior discussions and agreements between the parties, whether written or oral.

32) All obligations which by their very nature continue beyond the termination of this agreement shall survive the expiration or termination hereof.

33) In the event that any clause (or part of any clause) hereof be invalid, unlawful or unenforceable, the validity, legality and enforcement of all the other clauses shall not be affected thereby in any manner whatsoever.

34) At Limba, we have two providers that ensure a two-tier extra measures to control cyber threats. All our internet incoming and outgoing traffic goes through Cisco firewalls, where we have also created our own access control lists in order to filter the traffic and block any potential open ports. The internet traffic and network traffic are separated. They travel through different v-lans.

- **Definitions**

"Agreement" means the application form and the Terms and Conditions or this Contract which may from time to time be amended, substituted or supplemented by EAZITELECOM, its successors or assigns.

"Customer" means the applicant named in this Application Form or a person who purchases a Service or Product (including where applicable, any post-paid phone or service weather fixed line or mobile or any otherwise or any pre-paid Scratch Card, SIM or Bundle)

"Device" means a telephone or other electronic apparatus.

"Date of Activation" means the date upon which the customer uses the scratch card code to obtain the credit purchased.

"Scratch Cards" means a card with a certain amount of pre-paid credit on it that enables the Customer to use EAZITELECOM Services or Network for the Validity Period.

"Service" means any service (including where applicable, any post-paid service or product weather fixed line or mobile or otherwise or any pre-paid Scratch Card, SIM or Bundle) provided by EAZITELECOM to the Customer or at the request of the Customer to a third party.

"Terms and Conditions" means these Terms and Conditions which may from time to time be amended, substituted or supplemented by EAZITELECOM, its successors or assigns.

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"Connection Fee or Installation Fee" means any initial, non-refundable charge necessary for the connection of the Service.

"Payments" means all or any of; i) the connection charge(s) as appearing on your bill, ii) the monthly rental charge(s) as appearing on your bill, iii) all other charge(s) for calls made by your phone in accordance with the applicable rates in force at the time of billing, any other charge, which may be varied by EAZITELECOM from time to time, in connection with the Service or product.

"Validity Period" means a period of 180 days from the Date of Activation of the EAZITELECOM Scratch Card. However, in relation to Top-ups or Bonuses the validity period is 30 days from the Date of Activation of that related credit on the scratch card.

"Top-up" means when the Customer purchases new credit on their Scratch Card Customers.

Some products or services are subject to established contractual documentation.

For more information please contact: EAZITELECOM's Distribution and Marketing team on +350 219 00000 and or see our website ([www.limbatelecom.gi](http://www.limbatelecom.gi)).