



General Terms of Business – bongoo.net A.G. www.bongoo.net services

English Language Version

Access to Internet and Phone via Satellite

Bongoo.net A.G., with main offices located in Crystal/ OT Center Victoria Mahe Republic of Seychelles, registered entity 48491, under the laws of the Republic of Sechelles, in the following described as "Provider" informs hereafter about his General Terms of Business valid of each satellite capacity lease agreement signed and agreed between the customer, and bongoo.net A.G.. Bongoo.net A.G. provides services under the label www.bongoo.net which are targeting the specific low cost end user segment.

Each from this differing negotiated condition is required to be agreed and laid down in written form:

§ 1 Basics

- (1) The provider enables the customer to access the internet and the worldwide phone network via a geostationary satellite solution (V-SAT) which is able to receive and transmit data.
- (2) The customer closes a full time capacity lease agreement and not a "On Demand" or "Prepaid" service agreement. As a result a fix contract period of 12 month is required to be maintained by both parties.
- (3) The hardware terminal equipment the customer requires to use these services are not part of this agreement.
- (4) Bongoo.net A.G. does not guaranty any coverage zone in which the customer owned hardware terminal will be operative.
- (5) The services of the provider are supplied under the laws and conditions of the Republic of Seychelles and the specific satellite operator who is used for the specific customer service.
- (6) Bongo.net cannot provide services on the territory of Seychelles Islands due to licensing reasons. Bongoo.net nevertheless can provide services in all other countries covered by its satellites.
- (7) The satellite operator service is delivered by one of the major satellite operators worldwide, with which bongoo.net A.G. hold long term capacity agreements for satellite capacity rental. The satellite operator is responsible for the proper functionality of its in space located equipment which is mandatory for bongoo.net A.G. being able to deliver services.
- (8) It obliges the responsibility of the customer and is not part of this agreement, to use the satellite service correctly, by commissioning and configuring properly his equipment. Thus bongoo.net A.G. does not take responsibility for incompatibility of equipment owned by the customer.
- (9) Bongoo.net A.G. denies responsibility for the correct functionality of any IP related application over their satellite links as the source code of these applications is outside its hands to control, change or optimize.

§ 2 Change of Service

- (1) The Provider has anytime the right to change the service he provides to the customer, either resulting from technical advance, or limitation which are resulting from technical frame conditions.
- (2) The capacity price stays identical for the 12 month time period, however due to market changes the price may get adopted all 3 months, in case the customer wants to continue the service.

- (3) The customer either may want to accept then this change – or discontinue the service by executing its extraordinary right to cancel the service.

§ 3 Payment Conditions/ Contractual Time

- (1) The customer pays the provider for his services a 3-monthly fee which is required to be paid in advance (pre-payment) for the complete service period of 12 month.
- (2) From there ongoing the customer pays subsequently rates in 3 month steps in advance, until his contract has been fulfilled.
- (3) Post payment is not possible as satellite fees are due also to satellite operators in advance.
- (4) Customers require to activate their terminals latest 6 months after contact signature. If the terminal is not online by then latest, the airtime contract gets cancelled automatically and the airtime deposit will be automatically purged to compensate bongoo.net for the capacity reservation time or the loss occurred on the subvention provided hardware equipment
- (5) All prices do not include local taxes, import duties or other fees.
- (6) Customers are not charged for services until they have been successfully initially activated.
- (7) Once a contract gets cancelled prior the service gets online - minimum the initial prepaid 3 month fee service is due to pay by the customers as compensation to the cancelled long term satellite capacity lease agreement.
- (8) Once the service is online, the 3 month step billing period and the 12 month contract time starts.
- (9) In case the customer wants to re-new the agreement after the 12 month period runs out – he continues to pay for the subsequent period of next 3 months.
- (10) In case the customer not wants to re-new the agreement he requires to inform bongoo.net A.G. 3 month before the contract runs out.
- (11) For re-activation of a service expired and was not re-newed by a customer by "non" payment of the subsequent ongoing 3 month cycle, bongoo.net A.G. may ask for a re-connect fee which will be minimum identical to the initial on time activation fee.
- (12) In case a customer gets overdue with his payments for any kind or reasons, bongoo.net A.G. is entitled to with immediate effectiveness suspend the service and cancel the contract.
- (13) For the overdue amounts, bongoo.net A.G. is entitled to ask for a 2 % interest higher than the rate of Barclays Bank Seychelles.

§ 4 Contract Cancellation

- (1) The minimum contractual time is 12 month.
- (2) The contract time starts in the moment the service gets activated for the first time successfully – which means a connection from the satellite terminal to the internet is possible.
- (3) The customer requires to give bongoo.net A.G. minimum 3 month before the capacity agreement runs out notice about his wish to cancel the contract. This requires to happen in a confirmed way of communication, such as a Fax (with a transaction copy), an e-mail communication which bongoo.net confirms or by a signed letter.
- (4) The customer has the possibility to early cancel the contract due to any reason. In this case minimum 50 % of the remaining service period will remain due to cover costs bongoo.net A.G. has as it has contracted the space segment at the satellite operator.



- (5) If the refund is lower than 100 EURO, bongoo.net A.G. will not transfer the amount back to the customer account, as the bank charges will exceed the refund value.
- (6) During the time period a customer uses a bongoo.net service his satellite modem he uses remains locked on the bongoo.net satellite network. Bongoo.net has explicitly the right to block the modem for useage on other providers if an ongoing satellite airtime contract is in place. Customer only can demand an unlocking in case all contractual obligations have been fulfilled. For unlocking purpose of a modem not online any more – the customer requires to send the modem to an bongoo.net A.G. authorized repair center.
- (7) If a customer has purchased a hardware bundle from bongoo.net A.G. for use on his bongoo.net service – this bundle will be locked for a minimum certain contractual service period of minimum 12 month to a bongoo.net service. In this case the customer cannot migrate this terminal to any other service provider before this minimum 12 month contractual time has been fulfilled with bongoo.net service.
- (8) Bongoo.net A.G. is allowed to cancel the agreement without any further notice, in case the customer misuses the service outside its specification, causes problems on the satellite or on the satellite stream by for example virulent activities coming from his network or by missing the service or criminal or terroristic activities.
- (9) The provider is also entitled to terminate the agreement in case any laws and regulation are violated.
- (10) All laws for content delivery in the European Union are required to be obliged by accepted the customer, as the main uplink stations for bongoo.net service are located in Europe.
- (11) All violations of these laws will get immediately reported to authorities as bongoo.net A.G. by law is obliged to follow up on misuse.

§ 5 Customer Obligation

- (1) The customer is obliged to use the service properly.
- (2) For a proper usage the following things are diagnosed as improper service usage:
 - Each violation of any laws
 - Non compliance with local regulations for internet use
 - Each violation of privacy of third party
 - Each violation of security mechanisms
 - Each violation against usage regulations of the provider especially the distribution of virulent content, spam e-mails or unsolicited content.
 - Distribution of Child Pornography
 - Consumption of Child Pornography

§ 6 Control Rights of the Provider

The provider may have the right to do the following controls:

- (1) In case necessary, the provider is allowed to pass information of the customer third party.
- (2) The customer allows the provider to read is requested and accessed data and information, especially when the provider has reasons to assume that the customer is improperly using the service.
- (3) The customer allows the provider as well to store historical information about system usage, transferred data volumes, accessed sites and reached performance values for further analysis.

§ 7 Proof Acceptance

The data stored by the provider about historical customer information on system usage, transferred data volumes or reached performance are accepted by the customer as proof in further maybe occurring disputes about his network usage or in case of payment related issues between both parties.

§ 8 Liability

- (1) The providers liability is limited to Resolution and rough negligence, in case not a basic contractual condition is violated.
- (2) Any liability for content the customer receives via the provided services is neglected.
- (3) The provider also is not liable for the fact that some contend provided may be not free useable, but falls under international applicable copyright laws and regulations.
- (4) The provider refuses any liability for content distributed by the customer. The customer himself is responsible for all contents transferred via the provided service.
- (5) The provider is not liable for any damaged caused by "force Majeure", "war", "riots", "governmental instructions", " failure of major network components", or major satellite related problems like spacecraft related interferences.
- (6) The provider is not limited liable for temporarily reductions in service quality or service outages especially in case these outages do result from problems outside his main influence areas, as third parties are involved. Such as internet backbone problems or problems of upstream providers, resulting in service outages or low performance.
- (7) In case the service delivery runs into problems because of external sources, bongoo.net A.G. is not liable to refund any airtime fees, but will do its best to protect customer interest and try to find ways to compensate customers best possible.
- (8) In case any case of liability occurs it is limited to maximum of 2000 \$ per case

§ 9 Third Party usage

- (1) The service usage is only allowed to the end user only in his commercial or private rooms.
- (2) It is not allowed without any permission, to use the services by third parties such as for a commercial purpose
- (3) It is forbidden to act as local internet provider by using one of the provided bongoo.net A.G. services.
- (4) Under certain circumstances it is accepted that customers operate cybercafés, on a bongoo.net A.G. provided service. This requires booking of minimum one ADSL SCPC type or one SDSL service. It is forbidden to operate Cybercafés on Home- or Small Office type services, as they are not designed to support such application types properly.
- (5) Any case of third party usage requires written permission of the provider.
- (6) In case of permission to third parties, the end user has to make sure that the serves are used inside the allowed parameters.

§ 10 General points

- (1) The provider has the right to use third parties to fulfill his service.
- (2) Customers with permanent residence inside the Republic of Seychelles cannot receive or book a bongoo.net service.
- (3) In case services are provided to a customer outside of Seychelles, the end user must proof his identity by



either handing in appropriate company registration documents, or private passport copies.

- (4) The customer agrees, in case of non payment for contractual obligations has occurred, his personal and corporate information are handed to all satellite operators worldwide and fraud detection organisation, to prevent that he is able to book services at other providers again without letting them know that he tends to not fulfill his contracts. He also agrees that his personal details plus information to the case are published on the bongoo.net A.G. website.
- (5) The contract sole bases of laws valid in the Republic of Seychelles.
- (6) For all disputes it is agreed that the contract will be arbitrated at the main court in Victoria Mahe / Republic of Seychelles.
- (7) All changes of the contract and the General Terms of Business require written confirmation.
- (8) In case one or multiple parts of the contract or these General Terms of Business are not valid, the contract itself not becomes void. All other remaining clauses will remain valid.
- (9) Both parties agree to find the most possible next interpretation of the clause which will get found as not applicable under Seychelles laws and regulations.

the 1st of January 2009 - the bongoo.net A.G. Management