General Conditions of Service

The following Terms and Conditions shall be applicable for the myBILL Service and the eBILL service in general.

General Terms & Conditions For the Provision of myBILL Service and the Ebill service

Sri Lanka Telecom PLC (hereinafter called "SLT") shall provide the myBILL Service and the CUSTOMER shall obtain and continue to use the same subject to the "Terms and Conditions" stated herein as amended from time to time by regulations published under relevant legislation.

The following terms and conditions serve as guidelines in addition to the information published in the SLT web site. It is the responsibility of the Customer to carefully read & understand the Terms & Conditions set forth herein and in the SLT website.

This Agreement shall be read together with the Telephone Service Agreements entered into between the parties for the existing connection and shall form a part and parcel of the said Agreement.

The Customer further acknowledges the website (herein after referred to as the 'vide Website') may be modified from time to time without notice to the Customer, but the Customer agrees to update him/her/itself and be bound by the Terms and Conditions published in the Website so long as the Customer continues to use the Service, and the Customer shall immediately disconnect the Service in the event the Customer is not agreeable to the Terms and Conditions so modified.

01. Provision of Service

SLT provides the Customer with exclusive online billing information.). In the event the Customer obtains the eBILL service under the Application hereto the Customer shall be enabled with access to myBILL facility.

02. Termination

- 2.1 In the event the telephone services provided to the Customer are disconnected, this Service will be automatically suspended / terminated.
- 2.2 SLT may suspend/terminate the Service if it detects any misuse on the part of the Customer.
- 2.3 In the event of the Customer detecting a misuse by a licensee under him, he shall forthwith change the password and if he so wishes, immediately notify SLT to terminate the service.

03. Fees and Payments

- 3.1 This service shall be offered to the Customer free of charge.
- 3.2 The Customer shall bear any cost incurred in using the service through the internet, which cost shall be calculated in preparing the monthly bill.

04. Indemnity

4.1 The Customer shall indemnify SLT of any misuse or negligence of using the Service on the part of the Customer.

4.2 The Customer shall indemnify SLT of any transaction effected under the user ID of the Customer

05. Intellectual Property Rights

The Customer acknowledges that all the intellectual property in relation to this Service belongs to SLT and the Customer shall not misuse, modify, reverse engineer, decompile or dissemble any software used by SLT in provisioning the Service.

06. Confidentiality

The Customer hereby undertakes to SLT, that the Customer will keep in the strictest confidence, except where disclosure is required by law, any confidential or proprietary information or intellectual property of any nature belonging to SLT which may come into the Customer's possession or to the Customer's knowledge during the Customer's association with SLT, except where the prior written consent of SLT is obtained.

Special Conditions of Service for myBILL Service

The following special terms and conditions shall be applicable for myBILL Service in addition to the General Terms and Conditions stated above.

Terms & Conditions for the provision of myBILL Service

01. Undertakings by the Customer

- 1.1 The Customer understands that under this Service customer will be privy to confidential information in relation to the telecommunication services the customer has obtained from SLT. As such the Customer undertakes to treat the password with highest degree of confidentiality and take all pertinent steps to renew the password from time to time to ensure the same is not misused by unauthorized personnel to access the confidential information of the Customer.
- 1.2 The Customer absolves SLT of any liability caused due to misconduct and negligence of the Customer in relation to the use of the Service and shall indemnify and keep SLT indemnified of any negligence, any willful damage, unauthorized act, unlawful act on the part of the Customer or any Third party.
- 1.3 The unbilled usage information will be updated by SLT into the myBILL Service as urgently as possible however such information shall not be treated by the Customer at any given time as accurate and comprehensive. The Customer undertakes not to use this information against SLT as evidence at any forum for any purpose including but not limited to litigation or arbitrary processes.
- 1.4 The Customer is expressly prohibited from reproduction of the information made available under the Service including but not limited to taking printouts, making CDs or mailing a copy of the Screen unless the same is for the purposes of maintaining the Customer telephone records. All such records shall be treated with highest degree of confidentiality by the Customer.
- 1.5 The Customer shall not re produce any misrepresenting image of the information published in the web, for any reason whatsoever, and all printouts made for Customer's personal use shall give the full image (ie. The information posted by SLT in full) published in the web by SLT.

1.6 The Customer acknowledges that the information provided in this service at a given time are not conclusive and binding and are provided by SLT through the myBILL Service for the convenience of the Customer and would be confirmed by SLT by way of an subsequent formal invoice, either on hardcopy or e-bill as selected by the Customer. As such, the Customer cannot use such information against SLT in any forum for any purpose. The Customer indemnifies and keep SLT indemnified against any such information being misused by the Customer or any Third Party using such information of the Customer against SLT.

02. **Use of Information**

- 2.1 The Customer shall treat the information published under this Service with highest degree of confidentiality.
- 2.2 The same shall not be disclosed or reproduced at any forum without the prior written consent of SLT.

03. **Injunctive Relieves**

- 3.1 The Customer acknowledges that in the event of breach or alleged breach or an imminent threat of an breach of this Agreement specifically terms and conditions under Confidentiality Clause and Use of information herein, SLT shall be entitled to seek injunctive relieves and other relieves ordering the Customer of specific performance of such terms.
- 3.2 The Customer hereby consents to the entry of such order and such injunctive relief and waives off any requirement of making a bond as a condition of obtaining such relief.
- 3.3 The right to injunction and specific performance is cumulative and in addition to all other legal and equitable rights and remedies SLT may have under this Agreement and the Telephone Service Agreement.

I/We do hereby agree to abide by the general terms and conditions stated above together with the Terms & Conditions for the Provision of myBILL and those which may be enforced in future by Sri Lanka Telecom PLC (SLT)

..... Customer signature/s

Common Seal

SLT

Special Conditions of Service for eBILL Service

The following special terms and conditions shall be applicable for the eBILL Service in addition to the General Terms and Conditions stated above.

Terms & Conditions for the provision of eBILL Service

- 1. This Agreement / Application is supplementary to the service agreement under which the Customer has obtained the services, for which he wishes to receive eBILL instead of a bill by post.
- 2. The Customer shall maintain the availability of internet access at all times material to this Agreement to receive the eBILL.
- 3. In the event the Customer failing to maintain the said internet access, the Customer shall immediately inform SLT (either to SLT sales outlets, SLT Account Manager for Corporate Customer or by email addressed to) the request to receive the Bills in print format.
- 4. If shall be construed that the Customer is aware of the bill arrears and/or is in receipt of e-bills to the extent the Customer has not requested to receive bills in hardcopy.
- 5. Nothing hereof shall in anyway discharge the Customers' liability with regard to settlement of any outstanding bill arrears.
- 6. The e-bill sent to the e-mail address given by the Customer shall be constructive proof of receipt of the eBILL /invoice for SLT services by the Customer for all purposes.
- 7. In the event of Customer wishing to change the format of receiving the bill (from eBILL to hardcopy), the Customer shall inform SLT of the same in writing. The requested change will be effected from the next billing month.
- 8. The Customer hereby undertakes not to plead prescription in any action by SLT.
- 9. The Customer shall indemnify SLT and keep SLT indemnified against non-receipt of any eBILL due to internet outage or disruption.

I/We do hereby agree to abide by the general terms and conditions stated above together with the Terms & Conditions for the Provision of eBILL Service and those which may be enforced in future by Sri Lanka Telecom PLC (SLT).). I further acknowledge that selection of eBILL service under the Application hereto shall enable me access myBILL facility. As such in the event I select to obtain the eBILL service, I hereby agree to abide by all terms and conditions herein.

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Customer signature/s	Common Seal	SLT