



TERMS AND CONDITIONS FOR PAXTEL SUBSCRIBERS

1. DEFINITIONS

1.1. "Paxtel" refers to the mobile telecommunications services provided by Hamilton Telecom under the Paxtel brand name.

1.2. "Subscriber" refers to an individual or business signing up for PaxTel services.

1.3. "Services" include voice, data, SMS, and other telecommunications services offered by PaxTel.

1.4. "Device" refers to any mobile phone, tablet, or other equipment used to access PaxTel services.

1.5. "SIM Card" refers to the subscriber identity module card provided by PaxTel for use in the Device.

2. ACCEPTANCE OF TERMS

2.1. By subscribing to PaxTel services, the Subscriber confirms that they have thoroughly reviewed, comprehended, and agreed to adhere to these Terms and Conditions. This acknowledgment signifies that the Subscriber is fully aware of their responsibilities and rights under this agreement, and consents to abide by all the stipulations and requirements set forth within these Terms and Conditions.

2.2. PaxTel reserves the right to amend these Terms and Conditions at its discretion and at any time. This authority allows PaxTel to introduce, modify, or remove provisions as deemed necessary to reflect changes in business practices, legal requirements, or other factors. Any amendments to the Terms and Conditions will be communicated to Subscribers in a timely manner, ensuring that they are aware of and understand the updated terms. By continuing to use PaxTel services after such modifications, Subscribers indicate their acceptance of the revised Terms and Conditions.

3. SUBSCRIPTION AND ACTIVATION

3.1. In order to subscribe to PaxTel services, the Subscriber is required to provide accurate and complete personal information. This includes their full name, residential address, and a valid form of identification. The accuracy of this information is essential for the proper establishment and maintenance of the Subscriber's account. Incomplete or incorrect information may result in delays or issues in service provision. By ensuring the thoroughness

and correctness of their details, the Subscriber facilitates a smooth and efficient subscription process, allowing them to fully benefit from the services offered by PaxTel.

3.2. PaxTel reserves the right to verify the Subscriber's information and to decline or terminate service if the information is inaccurate or incomplete.

3.3. The Subscriber must activate their SIM Card within 7 (seven) days of receipt.

4. SERVICE PLANS AND PRICING

4.1. PaxTel provides a diverse range of service plans tailored to meet different customer needs, encompassing both prepaid and postpaid options. Prepaid plans allow customers to pay in advance for a specified amount of usage, offering flexibility and control over their spending. On the other hand, postpaid plans enable customers to use services first and pay later, typically on a monthly billing cycle. This variety ensures that customers can select a plan that best suits their usage patterns and budgetary preferences, thereby enhancing their overall satisfaction and experience with PaxTel services

4.2. The Subscriber agrees to pay all charges associated with their chosen service plan.

4.3. PaxTel reserves the authority to alter service plans and pricing at any time. This capability allows PaxTel to adjust its offerings to reflect changes in market conditions, technological advancements, or company strategy.

5. PAYMENT TERMS

5.1. The Subscriber must pay all charges and fees by the due date specified on the invoice.

5.2. PaxTel accommodates diverse payment methods to ensure flexibility and convenience for its customers. Accepted payment options include cash transactions for those who prefer direct and immediate payments, credit and debit cards for secure and traceable electronic payments, and mobile money services for seamless and on-the-go transactions. By offering multiple payment channels, PaxTel ensures that customers can choose the method that best suits their needs and preferences, thereby enhancing their overall experience with our services

5.3. Late payment fees may apply if payment is not received by the due date.

6. DEVICE AND SIM CARD RESPONSIBILITY

6.1. The Subscriber bears the responsibility for securely handling and appropriately using their Device and SIM Card. This includes taking necessary precautions to prevent loss,

theft, or damage, and ensuring that the Device and SIM Card are used in compliance with PaxTel's guidelines and policies.

6.2. The Subscriber is required to promptly notify PaxTel of any instances of loss, theft, or damage to their Device or SIM Card. Immediate reporting ensures that appropriate measures can be taken to protect the Subscriber's account and prevent unauthorized use, thereby maintaining the security and integrity of PaxTel services

7. DATA PROTECTION AND PRIVACY

7.1. PaxTel is dedicated to safeguarding the Subscriber's personal data and upholding their privacy. We employ stringent security measures to ensure that all personal information is protected from unauthorized access, use, or disclosure. Our commitment to privacy extends to all aspects of our services, ensuring that the Subscriber's data is handled with the utmost care and confidentiality.

7.2. The Subscriber agrees to provide accurate and complete information and to notify PaxTel of any changes.

8. INTELLECTUAL PROPERTY

8.1. PaxTel holds all intellectual property rights to its services, including its trademarks and logos. This encompasses any and all branding elements, proprietary technologies, and unique service features that are developed and used by PaxTel.

8.2. The Subscriber must not use PaxTel's intellectual property without prior written consent.

9. WARRANTY DISCLAIMER

9.1. PaxTel services are offered to subscribers on an 'as is' and 'as available' basis. This means that the services are provided without any warranties or guarantees regarding their quality, performance, or availability. Subscribers use PaxTel services at their own risk, and PaxTel does not assume responsibility for any interruptions, errors, or defects that may occur.

9.2. PaxTel expressly disclaims all warranties, whether express or implied, including but not limited to warranties of fitness for a particular purpose, merchantability, and non-infringement.

10. LIMITATION OF LIABILITY

10.1. PaxTel shall not be held responsible for any damages, losses, or expenses that may result from the use of its services. This includes, but is not limited to, direct, indirect, incidental, consequential, or punitive damages. By utilizing PaxTel services, the Subscriber

acknowledges and accepts that PaxTel disclaims all liability for any potential adverse outcomes associated with the use of its services, regardless of the cause or nature of such incidents

11. TERMINATION

11.1. PaxTel may terminate the Subscriber's service without notice if the Subscriber breaches these Terms and Conditions.

11.2. The Subscriber has the right to terminate their service by submitting a written notice to PaxTel. This notice must include the Subscriber's account details, the reason for termination, and the preferred termination date. It is recommended that the notice be sent at least 30 days prior to the desired termination date to ensure a smooth process.

12. GOVERNING LAW

12.1. These Terms and Conditions shall be governed by and construed under the laws of Uganda.

12.2. Any disputes that arise from these Terms and Conditions will be addressed and resolved through the established dispute resolution process. This process may include, but is not limited to, negotiation, mediation, or arbitration, depending on the nature and circumstances of the dispute. Parties involved in the dispute are encouraged to seek an amicable resolution before escalating the matter further.

13. ENTIRE AGREEMENT

13.1. These Terms and Conditions constitute the entire agreement between PaxTel and the Subscriber.

13.2. These Terms and Conditions supersede all prior negotiations, understandings, and agreements.

By subscribing to PaxTel services, the Subscriber acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions.

Hamilton Telecom Limited

Signature: _____

Name: _____

Title: _____

Date: _____

Subscriber

Signature: _____

Name: _____

Date: _____