

Terms and Conditions of Use

Thank you for choosing NETPAGE

These Terms and Conditions of Service are part of your agreement with NETPAGE for your wireless service (hereinafter called "the Service").

Agreement

Your agreement ("Agreement") with NETPAGE is made up of these Terms and Conditions of Service ("Terms").

Provision of Service

NETPAGE reserves the right to decline to provide Service to you for any lawful reason. Some services may not be available or may operate differently in some locations and are subject to any laws which may come into force during the duration of this Agreement.

The purchase of our routers or any other equipment is not a guarantee of access to our wireless service.

Changes to Agreement

We may change this Agreement at any time. We will provide you with notice of substantive changes that affect the rates, terms and conditions in this Agreement, which may consist of notification by bill message that a change has occurred and that a revised copy of the Terms may be received by mail. If you use the Service after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Service. For purposes of this Agreement, "use" includes keeping the right to access the Network by not terminating Service.

Service Subscription

Your Service subscription may be for a fixed length or may be for three or six or twelve month basis. You are required to make a deposit and advance payment before the Service is activated or maintained.

Changing Service Plans

You may request a change to a different Service subscription by contacting our Customer Service at 437-8181. Any change you request is effective at the start of your next full billing cycle unless otherwise specified by us at the time that you place your change request.

Use of Service and Equipment

We may require you to provide proof of your age and identity. Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. By using the Service, you agree that you will not use the Service and equipment in any unlawful, fraudulent or abusive manner. You may not resell or lease the Service or equipment to anyone. The Service is available within the operating range of the Network. Actual coverage, quality and availability of coverage may vary based on network problems, signal strength, your equipment, structures, weather and other limitations or conditions beyond our control. We do not guarantee that there will be no interruptions or delays in Service.

Charges

You must pay, by each invoice due date, all charges for services provided for the Service or other equipment that our records show you activated no matter who actually uses the equipment at the time services are provided. These charges include, but are not limited to, recurring monthly service charges,

Disputed Charges

Unless you raise any dispute that you have about any charges invoiced to you within 28 days of the date of the invoice, you will be liable for all charges on the invoice. You may notify us of any dispute by calling 437-8181 Customer Service. You do not have to pay any properly disputed amounts while we investigate them; however, you must pay amounts not in dispute by the due date. Once our investigation is complete, all charges not removed as a result of the investigation are due and payable.

Termination

You may terminate the Service at any time by giving us 2 weeks notice. Paid up subscriptions are not refundable. We may terminate the Service at any time, with or without notice (subject to this Agreement). We may deactivate the Service before you receive notice of termination (if we give any notice) without incurring liability. Termination by either of us may be with or without cause. You must pay all charges for the Service provided before termination of the Service and equipment, regardless of who terminates the Service.

If at the time of termination the external wireless equipment is functional, the client has the choice of returning it back to Netpage at half the cost of the purchase price or less depending on the residual value of the equipment as depreciated. However, the final value for the refund of the equipment will have to be mutually agreed. The equipment supplied is the property of the customer.

External Wireless Equipment

The external wireless equipment is the property of the customer by virtue of purchase. Up keep and maintenance of this equipment is the responsibility of the customer. Loss of connectivity due to equipment failure and/damage will require replacement by the customer to restore connectivity. Netpage will provide free labour for the restoration of the new equipment.

Lost or Stolen Equipment

If your equipment is stolen or damaged, you must notify us by calling Customer Service 437-8181. We will deactivate the Service upon notification to us of any loss or theft or damage. We reserve the right to deactivate the Service without prior notice to you if we suspect any unlawful or fraudulent use of the Service. You agree to reasonably cooperate with us in investigating suspected unlawful or fraudulent use.

Limitation of Liability

Except as otherwise provided in this section, we are not liable for any damage arising out of or in connection with:

1. any act or omission of any telecommunications service or other service provider other than the Service provided by NETPAGE;
2. accidents, or any health-related claims allegedly arising from the use of the Service, equipment or accessories used in connection with the Service;
3. the accuracy or reliability of any information obtained from the Internet using the Service, or internet services, content or applications not supported by NETPAGE;

4. any late or failed email delivery;
5. the installation or repair of any products or equipment by parties who are not our authorized NETPAGE employees or agents;
6. any use of your equipment or the Service whether or not authorized by you;
7. any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Service, or
8. your negligent or intentional act or omission.

NO CONSEQUENTIAL OR OTHER DAMAGES

NETPAGE WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES FOR ANY CAUSE OF ACTION FOR NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICE, HARDWARE OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICE. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, OR COST OF REPLACEMENT PRODUCTS AND SERVICE, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification

You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Service or equipment used in connection with the Service; or (2) any communications you make or receive using the Service. This indemnification extends to and includes any legal practitioners' fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from contesting the applicability of this provision. This clause survives termination of this Agreement.

DISCLAIMER OF WARRANTIES

We make no express representations or warranties about our services and disclaim any implied warranties, including but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose or use of non-infringement.

We do not authorize anyone to make a warranty of any kind on our behalf and you may not rely on any statement of warranty as a warranty by NETPAGE. The only warranty applicable to the Equipment and except as otherwise expressly provided in writing by NETPAGE, the only warranty applicable to the Equipment used in connection with the Service is that provided by the Equipment manufactures. This clause survives termination of this agreement.

We are not responsible for circumstances beyond our control, including without limitation acts or omissions of others atmospheric conditions, or acts of god. We do not promise uninterrupted or error free service.

Choice of Law

This Agreement is governed by and construed under the laws of The Gambia without regard to choice of law principles.

General

If NETPAGE does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by you. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with Applicable laws as nearly as possible to reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect.

Clause headings are for descriptive purposes only and are not used to interpret this Agreement.

You may not assign this Agreement to any other person or entity. This Agreement makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us in connection with the Service and Equipment. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Repairs

Defective equipment covered by the manufacturer's warranty will be repaired or replaced according to the terms of the manufacturer's warranty. NETPAGE will ship repaired or replacement equipment covered by warranty to you at no cost.

NETPAGE will offer a quotation for the repair service for out-of-warranty equipment that is not functioning properly.