PAPLINK.

A SUBSIDIARY OF ODAPAP LTD · FIXED WIRELESS INTERNET · MOMBASA, KENYA

SUBSCRIBER AGREEMENT

Home & Small Business Internet · Form PL-01 · Rev. 1.1

PART A — SUBSCRIBER AND PLAN DETAILS (COMPLETED AT SIGN-UP)

SUBSCRIBER NAME				ACCOUNT NO.	
ID / PASSPORT NO.		MOBILE		EMAIL	
SITE ADDRESS					
PLAN	Home _____ Mbps	MONTHLY FEE	KES _____	DEPOSIT	KES _____
INSTALLATION FEE	KES _____	BILLING DATE	Day _____	ACTIVATION	____ / ____ / 20____

By signing below, the Subscriber confirms that they are 18 years or older, have received and read this Agreement together with the Acceptable Use Policy and the Tariff Sheet, and agree to be bound by them.

1. The service. Paplink will provide fixed wireless internet access at the address in Part A, at the speed tier selected, for the Subscriber's private use at those premises. Speeds are stated as "up to" and are shared with other subscribers; actual speed varies with distance from the mast, obstructions, weather, network congestion and in-home equipment. Coverage and uninterrupted service are not guaranteed.

2. Term. This Agreement starts on the activation date and runs month to month. Either party may end it on 30 days' written notice, sent by SMS, WhatsApp or email to the contacts in Part A. No early termination fee applies.

3. Charges and payment. The monthly fee in Part A is inclusive of VAT and payable in advance by the billing date shown. Installation and deposit charges are payable before activation. The deposit is refundable within 30 days of the return of equipment in good order, less damage or outstanding amounts. **Paplink charges no late-payment fee and no penalty for missed payment:** we send reminders and the service stays connected. Where two consecutive monthly payments remain unpaid, Paplink may suspend the service, and a KES 300 reconnection fee applies on restoration.

4. Equipment. The radio, router, power adapter and mounting hardware supplied by Paplink remain Paplink's property. The Subscriber will keep them safe, will not modify, relocate, resell or encumber them, and will allow Paplink's authorised staff access to install, service, inspect and recover them. The Subscriber pays the replacement cost of equipment that is lost, stolen or damaged beyond fair wear, at Paplink's published equipment price list.

5. Installation and access. The Subscriber confirms that they are entitled to authorise installation at the premises and, where a tenant, that the landlord consents, and will provide safe access for installation, maintenance and recovery. If access is refused, Paplink may suspend the service without refund of fees already accrued.

6. Fair use. Data is unlimited for ordinary household use. The Subscriber may not resell or share the service outside the premises, run servers for third parties, mine cryptocurrency, or use the service in a way that degrades the network for others. Where usage is persistently abusive, Paplink may apply traffic management or reduce speed after giving notice.

7. Acceptable use. The Subscriber will not use the service for unlawful, fraudulent, defamatory, obscene or infringing activity, to send spam or malware, to gain unauthorised access to any system, or in breach of Kenyan law. Paplink may suspend the service immediately and report the matter to the authorities.

8. Faults and free-month credit. Faults are reported on **0759 695 025** or **paplink@odapap.com**. Paplink will acknowledge a report within 4 working hours and aims to restore service within 24 hours in Mombasa and 72 hours elsewhere. Where an outage caused by Paplink's network lasts more than **five (5) continuous days** after it is reported, the Subscriber receives **one free month of internet**, credited to the next invoice. The credit applies once per outage. No credit is due for scheduled maintenance notified 24 hours in advance, power failures, force majeure, or faults in Subscriber equipment.

9. Suspension and termination. Paplink may suspend or terminate the service for unpaid charges under clause 3, breach of this Agreement or the Acceptable Use Policy, unlawful use, or a court order, giving notice where practicable. On termination the Subscriber will return all equipment within 14 days; failing that, the deposit is forfeited and the replacement cost becomes payable.

10. Liability. Paplink's total liability under this Agreement in any 12-month period is limited to the fees paid by the Subscriber in the 3 months before the event giving rise to the claim. Paplink is not liable for indirect or consequential loss, loss of profit, or loss of data. Nothing in this clause limits liability for death or personal injury, fraud, or any liability that cannot lawfully be excluded.

11. Personal data. Paplink processes the Subscriber's personal data to provide, secure and bill the service and to meet statutory subscriber registration requirements, under the Data Protection Act, 2019. Data may be shared with upstream network providers, contractors bound by confidentiality, and where required by law. The privacy notice is available on request.

12. Changes. Paplink may change tariffs or these terms on 30 days' notice by SMS, email or invoice. Continued use after the notice period is acceptance. The Subscriber may terminate without penalty before a change takes effect.

13. Complaints. Complaints are made on **0759 695 025** or **paplink@odapap.com**. Paplink will acknowledge a complaint within 24 hours and resolve it within 7 days. If it remains unresolved after 14 days, the Subscriber may escalate it in writing to the Directors of Odapap Ltd. Either party may then refer the matter to the courts of Kenya.

14. General. This Agreement is governed by the laws of Kenya and the courts of Kenya have jurisdiction. Notices are sent to the contacts in Part A. If any clause is unenforceable, the remainder continues in force. This Agreement, the Acceptable Use Policy, the privacy notice and the Tariff Sheet form the entire agreement between the parties.

SUBSCRIBER SIGNATURE	NAME	DATE	PAPLINK REPRESENTATIVE