



AFRIMAX

SERVICE TERMS & CONDITIONS



Unlimited Data Plans and Fixed Data Bundles

We offer a selection of 4G/LTE Data Plans that offer Unlimited Increments of Data Usage (known as Unlimited Data Plans). These types of Data Plan offer Unrestricted Increments of Data Usage after a specific quantity of gigabytes (known as the high-speed data allowance) has been consumed. Once a user reaches the high-speed data allowance, of a particular Unlimited Data Plan, we intentionally reduce that user's bitrate transfer speed.

THEREFORE, IT IS IMPORTANT YOU UNDERSTAND, FOR YOUR PARTICULAR UNLIMITED DATA PLAN OR FIXED DATA BUNDLE, WHEN WE MAY REDUCE YOUR BITRATE TRANSFER SPEED.

BECAUSE OF FACTORS OUT OF OUR CONTROL, INCLUDING BUT NOT LIMITED TO, INTERNET CONGESTION, NETWORK CAPACITY, AND RELIANCE ON THIRD-PARTY PROVIDERS, WE DO NOT GUARANTEE INTERNET DATA SPEEDS.

We are implementing optimization and transcoding technologies in our network to transmit data files in a more efficient manner to allow available network capacity to benefit the greatest number of users. These techniques include caching less data, using less capacity, and sizing the video more appropriately for the users' device/s. The optimization process is agnostic to the content itself and to the website that provides it. While we invest much effort to avoid changing text, image, and video files in the optimization process and while any change to the file is likely to be indiscernible, the optimization process may minimally impact the appearance of the file as displayed on your device.

If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, by accessing Afrimax Vista at: <https://vista.afrimax.net/> or by writing to customer service at: hello@afrimax.net.

Data sessions automatically terminate after 24 hours of activity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to the device, or may seem active when it is actually cached and not transferring data. Please note that certain applications on smartphones periodically send and receive data in the background, without any action by the user. This incidental data use will be recorded and billed according to your data package. Third-party applications may automatically reinitiate data sessions without your pressing or clicking the SEND or connect button.

Unlimited Data Plans and Fixed Data Bundles: Permitted Uses

You can use our Unlimited Data Plans and Fixed Data Bundles for accessing the Internet and for such things as:

- Internet browsing;
- Electronic mail;
- Intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company);
- Uploading, downloading and streaming of audio, video and games; and

- Voice over Internet Protocol (VoIP).

Unlimited Data Plans and Fixed Data Bundles: Prohibited Uses

You may not use our Unlimited Data Plans and Fixed Data Bundles for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service; that violates trade and economic sanctions and prohibitions as promulgated by the Government of Malawi; that interferes with the network's ability to fairly allocate capacity among users or that otherwise degrades service quality for other users.

Examples of prohibited usage include:

- Server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail in (ii) below) or otherwise degrade network capacity or functionality;
- "Auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or email use by others;
- Generating "spam" or unsolicited commercial or bulk email (or activities that facilitate the dissemination of such email);
- Any activity that adversely affects the ability of other users or systems to use either Afrimax's services or the Internet based resources of others, including the generation or dissemination of viruses, malware or "denial of service" attacks;
- Accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Afrimax's or another entity's network or systems; or
- Running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions, unless they adhere to Afrimax's requirements for such usage, which may be changed from time to time.

We further reserve the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and we reserve the right to deny, modify or terminate service, with or without notice, to anyone we believe is using Unlimited Data Plans or Fixed Data Bundles in a manner that adversely impacts our network. We may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but we will not monitor the content of your communications except as otherwise expressly permitted or required by law.

