

FIBER TO THE HOME / FIBER TO THE BUILDING AND VOIP SERVICE SPECIFIC TERMS

(29 August 2023)

BY ACTIVATING OR USING THE SERVICE, CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD FULLY THE TERMS AND CONDITIONS OF THESE SPECIFIC TERMS, AS WELL AS MPT'S GENERAL TERMS AND BINDS HIMSELF/HERSELF TO ALL THE TERMS AND CONDITIONS THEREIN.

1. Definitions

- 1.1. These Specific Terms and Conditions (the "**Specific Terms**") are to be read in conjunction with MPT's General Terms and Conditions (the "**General Terms**") which shall form an integral part of these Specific Terms.
- 1.2. If there is any conflict between the Specific Terms and the General Terms, the provisions of the Specific Terms will supersede the provisions of the General Terms only to the extent of the inconsistencies.
- 1.3. Capitalized terms contained herein but not specifically defined as follows shall have the same meaning as those set out in the General Terms:

"Activation Date" refers to the date that the Service has been activated by MPT.

"Application Form" means the form filled up by the Customer upon application for installation of the Service containing detailed information and conditions specific to the Customer, such as the address where the Service is to be installed, and the like.

"Customer Transfer Equipment" refers to the optical network terminal (ONT), power adapter of ONT, patch code, access terminal box (ATB), drop cable and such other equipment designated as Customer Transfer Equipment by MPT which are replaced, installed, and/or commissioned by MPT in the Customer's premises. For the avoidance of doubt, the Customer shall provide his/her Handset and this shall not form part of the Customer Transfer Equipment or the MPT Equipment. Customer shall return the Customer Transfer Equipment to MPT after termination of the Service.

"Domain Name System" or **"DNS"** means an Internet service that translates domain names into IP Addresses.

"Handset" refers to fixed phone handset (RJ11 and supports DTMF, and its corresponding cables).

"FTTH" refers to Fiber to the Home and/or Fiber to the Building service, as the case may be.

"IP Address" in the singular or **"IP Addresses"** in the plural refers to Internet Protocol address (es), an identifier for a computer or device on a TCP/IP network.

"Internet Service Provider" or **"ISP"** means a provider of internet services.

"Local Access Circuit" refers to the connection between the Customer Premises and MPT's nearest network node / point of presence (variously called a PoP, Local Exchange, Central Office etc)

"Service" refers to a bundled service which is comprised of: (a) FTTH service; and (b) VoIP service provided by MPT to Customers.

"Service Management Boundary" or **"SMB"** shall be limited to the MPT Equipment. In this regard, if the Application Form specifies MPT ownership of in-building cabling, the same shall be considered

MPT Equipment and within the SMB. For the avoidance of doubt, Customer Transfer Equipment shall not form part of and shall be beyond the SMB.

“**Site**” means the physical location of Customer premises to which the Service is to be delivered.

“**VoIP**” is the acronym for voice over IP, which is a technology which allows the transmission of voice and multimedia content over IP networks.

2. Service Description

2.1. The Service is a FTTH and VoIP mobile bundle. Specifically:

2.1.1.FTTH: a high speed contended connection to the Internet through fixed access and wireless mobile voice, data, and SMS services; and

2.1.2.VoIP: a limited, non-exclusive and non-transferable right to use VoIP service across the MPT's network

2.2. For the avoidance of doubt, both FTTH and VoIP are integral to the Service and neither may be pre-terminated or cancelled without terminating the entire Service. The Parties understand that the terms and conditions of this Service including, but not limited to, the Fees were predicated upon both the FTTH and VoIP Services being provided by MPT to the Customer.

2.3. The Service includes a contended/shared service with an Ethernet presentation to the Customer, connected via an optical fibre access circuit. The service is scalable with available unguaranteed speed options. This speed covers the uplink and downlink accesses.

2.4. The Service also includes a variable mobile voice, data, and unlimited SMS service.

2.5. The Unlimited SMS is for individual use only and not for resale. This is subject at all times to reasonable usage limits for personal use by an individual and a usage policy of 999,999 text messages monthly. Usage above this limit will be automatically charged at the prevailing domestic on-set SMS rates. Notwithstanding the usage limit, if MPT determines, at its sole discretion, that your usage is excessive, unreasonable, or otherwise violative of MPT's latest terms and conditions (found at: <https://mpt.com.mm/en/customer-support/>) MPT reserves the right, with or without notice to you, to limit or restrict your usage or to terminate your subscription to this service, and to refuse to provide you any MPT service thereafter.

2.6. MPT can only route IP addresses provided by MPT. For avoidance of doubt, IP addresses issued by non-MPT ISP cannot be transferred from the non-MPT ISP for use within the Service. MPT assigns only dynamic IP addresses to Customers.

2.7. Customer Transfer Equipment can have a maximum of ten (10) devices connected at the same time. MPT shall not guarantee the quality of the service if Customer connects more than ten (10) devices at the same time in the use of the Service.

3. Service Delivery

3.1. MPT will confirm delivery of the Local Access Circuit, configure the Service and conduct a set of standard tests to ensure the Service is working properly.

3.2. MPT will install and commission MPT Equipment and Customer Transfer Equipment through which the Service will be provided to the Customer. The Customer Transfer Equipment will have an Ethernet access port for access to the internet.

- 3.3. Any interruption to the Service, such as suspension or termination, as well as changes in bandwidth, shall be requested by the Customer at least seven (7) Working Days before the first (1st) day of the month on which the suspension or termination becomes effective. Requests made outside of this period shall be deemed to have made on the succeeding month following the request and are subject to applicable fees. For the avoidance of doubt, the term "Working Day" shall mean any day other than Saturday, Sunday and Myanmar public holidays.

4. MPT Service Management Boundary

- 4.1. The Customer is responsible for provisioning, maintenance and management of all elements past the SMB.

5. The Customer's Responsibilities

- 5.1. In addition to and taking into consideration Clause 4 above, the Customer shall be responsible for:

5.1.1. The provision of in-building cabling as may be necessary to connect to MPT Equipment within the Customer Premises;

5.1.2. Ensuring power supply to the Handset and the MPT Equipment installed within Customer Premises;

5.1.3. Proper care and handling of all MPT Equipment within Customer Premises;

5.1.4. Prompt notification to MPT of any changes to information provided in the Application Form;

5.1.5. Compensation or replacement of Customer Transfer Equipment in the event that the damage or loss is due to any of the following; and

5.1.5.1. Accidental drops or impact damage;

5.1.5.2. Exposure to water or other liquids;

5.1.5.3. Overloading the circuit or power supply (including electricity unstable situation);

5.1.5.4. Incorrect installation or connection of components;

5.1.5.5. Operating the device outside of specified temperature or environmental conditions;

5.1.5.6. Tampering with the device, such as opening the casing or attempting repairs by unauthorized personnel.

5.1.6. Payment of all fees on or before the due dates provided.

- 5.2. MPT may, at its sole discretion, limit the traffic usage at any time if the usage of a Customers affect to the speed of network and internet of other users.

- 5.3. In addition to Clause 5.1.1 above, the Customer shall hold MPT harmless against any claims from building owners in connection with the provision of the Service to the Customer. Customer shall be solely responsible for all matters involving building owners, including but not limited to obtaining prior consent for MPT's entry into buildings for the installation of cables and other MPT Equipment.

- 5.4. Customer shall be liable for damage caused to cables and MPT Equipment due to Customer's negligence and wilful misconduct.

- 5.5. Following the termination of the Service for whatever reason, the Customer shall return all MPT Equipment, including Customer Transfer Equipment in its possession.

- 5.6. In addition to Clause 5.1.5, the Customer shall compensate MPT fully for the damage or loss of Customer Transfer Equipment in case any of Customer Transfer Equipment or MPT Equipment is

damaged due to the Customer's act or omission, or Customer's refusal to return to MPT any Customer Transfer Equipment or MPT Equipment.

6. Activation, Suspension and Termination of the Service

- 6.1. The activation of the Service shall be conditioned upon full payment by the Customer of all initial charges that may be imposed by MPT (including, but not limited to activation fee, installation fee and equipment fee), if any, as well as any requirements communicated to the Customer by MPT upon submission and acceptance of the duly completed and properly executed Application Form.
- 6.2. MPT shall exert best efforts to implement and activate the Service for the Customer as soon as reasonably possible, after the conditions provided in Clause 6.1 have been met.
- 6.3. After the Commitment Period (as hereafter defined), the Customer may voluntarily suspend the Service for up to a maximum of three (3) months (the "**Voluntary Suspension Period**") in exchange for a one-time fee. The Customer must apply no later than the 24th of the month (22nd for February) to voluntarily suspend the Service. After the Voluntary Suspension Period, the line will reopen. The Customer must avail of the Service for at least one (1) month to voluntarily suspend the Service again. For avoidance of doubt, the Customer shall not be allowed to voluntarily suspend the Service during the Commitment Period.
- 6.4. MPT may immediately suspend the Service for an indefinite period of time at its instance upon non-payment of Customer on the due date or upon the occurrence of any of the grounds set forth in Clause 6.1 (b),(c),(d), and/or (e) of the General Terms (the "**Involuntary Suspension Period**") and resume provision of the Service upon full payment of delinquent fees or as may otherwise be agreed between MPT and Customer.
- 6.5. An Involuntary Suspension Period which occurs within the Commitment Period (as hereafter defined) will not be counted towards the fulfilment of the same. For avoidance of doubt, a period equivalent to the Involuntary Suspension Period will be added to the original Commitment Period to complete the requisite Commitment Period (the "**Revised Commitment Period**"). All pre-termination penalties shall apply to termination within the Revised Commitment Period.
- 6.6. To the extent permitted by Law, MPT may suspend or terminate the Service, after the Commitment Period, with or without notice to the Customer and without liability.
- 6.7. MPT may suspend or terminate the Service at any time, with or without notice to the Customer and without liability on the part of MPT, if MPT suspects and/or finds reasonable grounds to believe that the Customer is reselling the Service. In such case, MPT has the right to claim all losses or damages caused by the Customer.
- 6.8. The Service is restricted for MPT Customers as ordinarily person for household use only (and shall be located in Service area), not for commercial. In the event that the Service is used for a different purpose than intended or authorized by MPT, MPT may impose additional Fees for such other use or purpose. MPT shall likewise be entitled to retroactively impose the Fees in the event the Customer fails to previously notify and obtain MPT's written consent to change the purpose for which the Service is used.

7. Term of the service

- 7.1. MPT shall commence the Service only on the Activation Date and shall be provided for an initial period of at least six (6) calendar months (the "**Commitment Period**") and thereafter shall continue in effect from month to month until terminated by the Customer by giving not less than thirty (30) days prior written notice provided that: (i) Customer is not in breach of any of its obligations herein, including payment obligations for the Services; and (ii) the Service shall terminate on the last day of the relevant calendar month. For the avoidance of doubt, the month of the Activation Date shall

be deemed to be the first (1st) month of the Commitment Period notwithstanding the fact that the Activation Date falls on any day other than the first calendar day of that month. Furthermore, the Activation Date shall be the earlier of:

7.1.1. The date stipulated in the Application Form;

7.1.2. The date when the Customer actually makes use of the Service; or

7.1.3. The date mutually agreed upon by the Parties.

7.2. The General Terms and these Specific Terms shall be effective for the entire duration of the provision of the Service.

7.3. MPT reserves the right to amend these Specific Terms at any time. MPT will use reasonable efforts to publish each amendment before such amendment becomes effective. The Customer is responsible for regularly reviewing <https://mpt.com.mm/mm/fixed-line-phone-service-2/> to obtain timely notice of such amendments. If any amendment is unacceptable to the Customer, the Customer may terminate the Service. Fees may apply in case of termination by the Customer.

7.4. Except as provided in Clause 6 of the General Terms, the Service shall not be terminated without cause, within the Commitment Period or Revised Commitment Period, as the case may be, unless otherwise agreed between MPT and the Customer in the Application Form or any dedicated document and except upon mutual agreement and the payment of applicable penalties that may be imposed by MPT.

8. Notice

8.1. Any notice, request or consent required or permitted to be given or made pursuant to this Service shall be in writing. Any such notice, request or consent shall be deemed to have been given or made by MPT when posted on the official MPT website.

9. Charges and Payment Terms

9.1. The charges for the Service will comprise some or all of the following components, depending on the option selected on the Application Form:

Type	Frequency
Activation fee	One-off, non refundable, prior to activation of the Service
Installation fee	One-Off (included in the activation fee)
Equipment fee	One-Off (included in the activation fee)
Suspension fee	One-off (upon request for suspension)
Recurring monthly service fee	Monthly, chargeable in advance
Application cancellation charges	One-off
Service downgrade charges	One-off (upon request)
On-site troubleshooting charges	One-off (upon request)
Moving premises charge	One-off, non-refundable, prior to relocation or moving premises
Replacement fee for MPT Equipment	One-off (upon replacement of MPT Equipment damaged or lost due to Customer's negligence or misconduct)
Replacement fee for Customer Transfer Equipment	One-off whenever damaged or lost.

Miscellaneous fees	As necessary, at MPT's discretion
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- 9.2. Recurring monthly service fee shall be imposed and computed on a monthly basis commencing from the Activation Date. MPT will charge the pro-rated monthly service fee for the month of the service activation date, unless otherwise agreed, due prior to service activation. Recurring monthly service fees shall be chargeable in advance and due prior to commencement of the month corresponding to the charged service fee.
- 9.3. In the event that the Service is used for a different purpose than intended or authorized by MPT, MPT may impose additional Fees for such other use or purpose. MPT shall likewise be entitled to retroactively impose the Fees in the event the Customer fails to previously notify and obtain MPT's written consent to change the purpose for which the Service is used.
- 9.4. Whenever required and at such time as may be specified by MPT, the Customer agrees and consents to the entry of MPT's authorized representatives into any premises occupied or controlled by the Customer or any Customer Affiliates, and to remain on such premises for such period as may be required to install, collect, remove, maintain, replace, inspect, repair, and/or test any MPT Equipment and other equipment relevant to the provision of any Service, or to check the compliance by the Customer with these Specific Terms and the Law in the use of this Service. If MPT's authorized representatives are required to visit any premises in accordance with this Clause, MPT may charge the Customer for each visit and for the work carried out at the Customer's premises, at such rate or in such amount calculated in such manner as MPT may reasonably determine, unless otherwise agreed by MPT and Customer.

10. Liquidated damages arising from Customer fraud

- 10.1. Notwithstanding anything to the contrary, should the Service be terminated or suspended based on the grounds set forth in Clause 6.1(b) and/or (d) of the General Terms, the Customer shall be liable to pay MPT liquidated damages equivalent to MPT's prevailing PAYG (Pay As You Go) rate to mobile phones and landlines (on-net and off-net, IDD) from the Activation Date until the date the breach, fraud, and/or violation was detected by MPT. In this regard, the Customer shall pay the full amount of the liquidated damages *otherwise* the Customer shall be liable for further liquidated damages calculated at the rate of 10% of the value of the unpaid amount per annum calculated on a daily basis assuming 365 days in a year until the balance of the liquidated damages is fully paid.
- 10.2. This Clause 10 is without prejudice to any other rights and remedies available to MPT under contract and/or law.
- 10.3. The Parties agree that the liquidated damages set forth herein represent a reasonable pre-estimate of the losses that MPT would suffer as a result of the Customer's acts and/or omissions.

11. Warranties

- 11.1. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, MPT MAKES NO WARRANTIES AND DISCLAIMS ALL WARRANTIES IN RELATION TO THE SERVICES AND MPT EQUIPMENT, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, MPT IS NOT LIABLE OR RESPONSIBLE FOR ENSURING THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR AVAILABLE 100% OF THE TIME, OR THAT ALL ATTEMPTED VOICE, FAX, TEXT AND OTHER COMMUNICATIONS WILL BE DELIVERED. MPT provides the Service, MPT Equipment and software on an "as is" and "as available" basis without warranty or representation

of any kind. MPT makes no warranty that the services will meet Customer's requirements, specification, expectations or that services will be uninterrupted, timely, secure or free from errors. Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of communications facilities.