

TERMS AND CONDITIONS FOR CELLCARD BROADBAND SERVICES – FOR DEVICELESS PACKAGE

1. DEFINITIONS AND INTERPRETATION

1.1

The following words have these meanings in this Agreement, unless the contrary intention appears:

"Addendum" means any addendum or supplements executed by the Customer and accepted by Cellcard for additional or supplemental services.

"Agreement" means the agreement for the Services made between Cellcard and the Customer in accordance with Our Customer Terms, the Addendum and other documents which are expressly agreed to form part of the Agreement.

"Customer" means the individuals, sole proprietorship, partnership, company or entity specified in the Registration Form whose application for the Services has been accepted by Cellcard.

"Customer Equipment" means the equipment (mobile device, modem, notebook or laptop), software and all facilities to be procured, installed and maintained by the Customer in order to use the Services and required to connect the Customer Equipment to the Cellcard Network. .

"Internet" means a global network of interconnected computer networks, each using the Transmission Control Protocol/Internet Protocol and/or such other standard network connection protocols as may be adopted from time to time, which is used to transmit content that is directly or indirectly delivered for display to an end user whether such content is delivered through on-line browsers, off-line browsers or through "push" technology, electronic mail, broadband distribution, satellite, wireless or otherwise.

"Cellcard" means CamGSM Limited including its successors and assigns.

"Cellcard Network" means equipment, software and facilities operated by Cellcard to enable the provision of the Services to the Customer.

"Cellcard' Website" means the website operated by Cellcard located at <http://www.Cellcard.com.kh> or such other URL as may be notified by Cellcard to the Customer from time to time.

"Cellcard Working Hours" means 8am to 5:30pm on Monday to Friday, excluding public holidays or such other working hours that may be notified by Cellcard to Customer from time to time.

"Mobile Number" means Mobile Station International Subscriber Directory Number (MSISDN) provided to the Customer for enabling the Services.

"Our Customer Terms" means this Cellcard Broadband Terms and Conditions, Cellcard Fair Usage Policy and the General Terms and Conditions, collectively.

"Personal Information" means information collected by Cellcard from a Customer including all information and details in relation to the Services provided by Cellcard to the Customer.

"Registration Form" means the Customer's duly completed application for registration to subscribe to the Services which has been accepted by Cellcard, the form and content of which as set out overleaf.

"Services" means the high speed connectivity to the Internet Wireless Broadband using various technologies which may be upgraded or introduced from time to time as provided by Cellcard to the Customer pursuant to the Agreement and includes without limitation data messaging or short messaging services (SMS) or any other value added, supplemental or additional Services on the terms as may be stated in the Registration Form or Addendum(s) and or as may be provided or amended by Cellcard from time to time.

"Services Charges" mean the recurring charges payable by the Customer to Cellcard for the provision of the Services as specified or determined in accordance with the Agreement.

"Service Commencement Date or Activation Date" means the date the Services are made available to the Customer as notified by Cellcard to Customer.

"SIM Card" means either a card or plug-in module with a microchip which contains all necessary Customer information, which is to be inserted into the Customer Equipment for the Customer to access the Wireless Broadband Services.

"Wireless Broadband" means mobile wireless connection to the Internet.

1.2

In the Agreement, unless the contrary intention appears:

- a. a reference to a statutory provision includes that provision as modified or re-enacted from time to time so far as such modification or re-enactment applies or is capable of applying to any transaction entered into, under or in connection with the Agreement;
- b. the singular shall include plural and vice versa;
- c. a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- d. words denoting one gender include all genders and words importing persons shall include firms, associations, bodies corporate and unincorporated;
- e. a reference to "**day(s)**" shall mean a twenty-four (24) hours period as in calendar day and a reference to "**business day(s)**" shall mean any day where commercial banks are open for business in Cambodia, excluding Saturdays, Sundays and public holidays in Phnom Penh; and
- f. where more than one (1) party is referred to as "Customer", their obligations are joint and several.

1.3

Headings are inserted for convenience only and do not affect the interpretation of the provisions of the Agreement.

1.4

No rule of construction or interpretation shall apply to prejudice the interest of the party preparing the Agreement.

1.5

Where any thing is due to be done on a day which is not a business day, it must be done on the next business day.

1.6

References to the Agreement shall mean the Agreement as amended from time to time in accordance with the provisions herein.

2. PROVISION OF SERVICE

2.1

To subscribe and establish connection to the Service, the Customer shall have or lease the Customer Equipment or purchase the Customer Equipment at their own cost.

2.2

Subject to acceptance by Cellcard of the Customer's application for the Services, Cellcard agrees to provide the Services to the Customer, in accordance with the terms and conditions of the Agreement within the coverage areas as mentioned in <http://www.Cellcard.com.kh> and such other areas as may be included by Cellcard from time to time.

2.3

The Services shall not include the provision or maintenance or warranty of any the Customer Equipment required by the Customer to connect to the Cellcard Network. The Customer agrees that Customer shall be solely responsible for the same.

2.4

Cellcard does not guarantee or warrant the availability of the Services or continuous, uninterrupted or secure access to the Internet. Cellcard reserves the right to suspend or interrupt the Services or any part thereof at any time for operational or technical reasons or in an emergency with or without notice to the Customer.

2.5

Any alteration or customisation to the Service configuration, and/or relocation of Service based on the Customer's request is chargeable to the Customer at a rate to be specified by Cellcard upon the request for such alteration, customisation and/or relocation. The Customer acknowledges that Cellcard has the absolute discretion to deny such request for alteration, customisation and/or relocation.

3. SERVICE CHARGES

3.1

The Customer shall pay Cellcard the Services Charges and such other fees or charges as imposed by Cellcard in accordance with Cellcard' prevailing policy. The Service Charges payable for the Services shall be as specified at Cellcard' Website, or as otherwise notified to the Customer by Cellcard from time to time in accordance with the provisions herein. The Services Charges shall be payable in advance and at such intervals or at such other time as may be specified by Cellcard from time to time. The Services Charges shall commence from the Service Commencement Date or such other date as may be prescribed by Cellcard.

3.2

The Customer shall promptly pay to Cellcard all charges and such other amount due and payable pursuant to the Agreement irrespective of whether a demand is made by Cellcard and shall continue to be liable for any applicable charges during the period of interruption or loss of the Services from any cause whatsoever.

3.3

All payments due to Cellcard under the Agreement shall be made in full, without deduction for any reason, including but not limited to, set-off, counterclaim or other equitable or lawful claim.

3.4

The Customer shall be responsible for the payment of all taxes, duties (including without limitation, stamp duty payable on the Agreement), fees and other charges imposed by any government authority in relation to the Agreement (other than taxes payable on the overall income of Cellcard).

3.5

Interest is payable by the Customer on any outstanding charges under the Agreement at the rate of 1.5% per month on such overdue amounts (whether before or after judgment) and the Customer shall continue to be liable to pay such amounts, including any accrued interest thereon.

3.6

Cellcard may at its sole discretion vary its charges from time to time by written notice to the Customer. All variations will take effect from the date specified in the registration form or subsequent notices and the Customer shall be bound to observe and comply with such variations.

3.7

Cellcard may at its sole discretion vary its charges from time to time by written notice to the

Customer. All variations will take effect from the date specified in the registration form or subsequent notices and the Customer shall be bound to observe and comply with such variations.

Any value added, additional or supplement services requested by the Customer and agreed to be provided by Cellcard shall be separately charged by Cellcard to the Customer.

Any value added, additional or supplement services requested by the Customer and agreed to be provided by Cellcard shall be separately charged by Cellcard to the Customer.

Cellcard may in its absolute discretion and at any time, set-off, consolidate or combine accounts or transfer any monies outstanding to the credit of the Customer's account with Cellcard or any of its related companies of whatever description towards the reduction or discharge of any sum due to Cellcard by Customer under the Agreement.

3.8

Cellcard reserve the right to charge the Customers other fees or charges for, inter alia, any change in package, phone numbers, transfers and SIM replacement. The Customers may refer to the Cellcard' Website for more information or call Cellcard' customer services.

3.9

There shall be no refund or any Services Charges and such other fees or charges upon termination or suspension of Services.

3.10

Actual internet speed would depend on multiple factors like time of day, number of simultaneous users & web pages accessed etc. therefore Cellcard cannot guarantee speed at any time whatsoever and the advertised speeds are on a best effort basis.

4. CHANGE OF SERVICE RATE PLAN

4.1

Requests by the Customer to upgrade the Customer's Service to higher rate plan are permissible and subject to Cellcard' consent. The Customer hereby agrees to pay for all and any charges incidental to such request and to agree the Service Agreement of such upgraded rate plan.

4.

CUSTOMER'S OBLIGATIONS

The Customer shall:

- a. use the Service only for the purpose for which it is subscribed
- b. be responsible for all usage of, and charges for, the Services;
- c. ensure the Customer's readiness for installation of the Service on the appointment date as provided in Clause 3 herein;
- d. comply with all notices or instruction given by Cellcard from time to time in relation to the use of the Service;
- e. be responsible for obtaining, at the Customer's own cost, all licenses, permits, consents, approvals and intellectual property or other rights as may be required for using the Service;
- f. comply with the rules of any network to which the Customer has access through the Service;
- g. conform to Internet etiquette that is required by electronic forums including the Cellcard' Use of Website, Rules of Acceptable Use and Privacy Statement, all of which are available at Cellcard' Website;
- h. obtain Cellcard' prior consent before making any changes to the Cellcard Network configuration and interconnecting the private network to any public network;
- i. purchase the Customer Equipment at the Customer's own cost to enable connectivity of the Service and ensure that the Customer Equipment is compatible to the Services and Cellcard Network;
- j. pay and settle all Service Charges and any other charges due to Cellcard pursuant to this Agreement;

- k. provide true, accurate and complete information as requested in the Registration Form and when requested by Cellcard, from time to time;
- l. comply with and adhere to the terms and conditions of this Agreement
- m. comply with and not contravene with any and all applicable laws of Cambodia relating to the Service
- n. to resell or transfer the Services or otherwise provide the Services to anyone without the prior consent of Cellcard. It is the responsibility of the Customer to inform Cellcard of the intention to transfer or sell the Service to a third party prior to the transfer of the same;

4.3

The Customer shall not use the Services:

- a. to send unsolicited or unwelcome or bulk electronic mail messages of any kind to anyone or otherwise cause excessive or disproportionate load on the Services or the Cellcard Network;
- b. to gain unauthorised access to any computer system connected to the Internet or any information regarded as private by other person;
- c. for any unlawful purposes such as, but not limited to vice, gambling or other criminal purposes whatsoever or for sending to or receiving from any person or displaying any message or posting which is offensive on moral, religious, communal or political grounds, or is abusive or of an indecent, obscene or menacing character.
- d. for any purpose which is against public interest, public order or national harmony;
- e. to send or receive any message which is offensive on moral, religious, racial or political grounds or of any anxiety to any person;
- f. to publish defamatory, infringing, obscene or other unlawful material;
- g. in connection with the infringement of the copyright, patent, trademark, trade secret or other proprietary rights of any third party or rights of publicity or privacy;
- h. interfere with, damage, disrupt or unlawfully use or gain access to any service, equipment or computer network without authorisation by the owner of the said service, equipment or computer network;
- i. in violation of any laws relating to unfair competition, anti-discrimination or false advertising;
- j. that result in distribution of viruses, trojan horses, worms, time bombs, cancelbots, or other similar harmful or deleterious programming routines;
- k. in any manner, which in the opinion of Cellcard may adversely affect the use of the Service by other Customers or efficiency or security as a whole.

5. SECURITY OF DATA

5.1

The Customer shall take all precautions necessary to protect their Customer Equipment, system and data.

5.2

The Customer shall inform Cellcard immediately (within 24 hours) if the account or SIM or Log-on Detail is stolen or lost. Prior to such a report being lodged with Cellcard, the Customer shall remain responsible for all transactions and access using the account, SIM and/or Log-on Detail by any third party. Cellcard shall not be held liable or responsible for any prohibited and/or unauthorised use of the Service as provided in this Agreement.

5.3

The Customer acknowledges that Cellcard shall not be liable for the security of the Customer's data on any of the Customer Equipment or passing over the Services or the Cellcard Network and that Cellcard shall have no obligation to ensure, and makes no representations or warranties concerning the security of such data. The Customer shall be solely responsible for the Customer Equipment and the software, hardware, data retrieved, stored or transmitted from it through the Services or the Cellcard Network through the Customer Log-on Detail (whether authorised or unauthorised by the Customer).

The Customer agrees that Cellcard and its Related Corporations shall not be liable for any

unauthorised access to the Customer's data even where the access occurs as a result of a fault in the Cellcard Network.

6. TERM, SUSPENSION AND TERMINATION

The Agreement shall commence on the Service Commencement Date and shall continue until terminated by the Customer or until terminated by Cellcard pursuant to the Agreement.

6.1

The Agreement shall commence on the Service Commencement Date and shall continue until terminated by the Customer or until terminated by Cellcard pursuant to the Agreement.

In the event the Customer:

- a. fails to pay in full any sums or charges due and payable pursuant to the Agreement within seven (7) days of the relevant due date for payment; or
- b. is otherwise in default of its obligations under the Agreement and has not remedied the default within fourteen (14) days of receipt of written notice from Cellcard requiring remedy of such default; or
- c. is insolvent or takes any corporate action or other steps are taken or legal proceedings are commenced from its winding up, liquidation or dissolution (other than for purposes of solvent reconstruction on terms approved by Cellcard) or for the appointment of a receiver, receiver and manager, official manager, liquidation, provisional liquidator, trustee, or similar officer over the Customer or any or all of its revenues or assets;

then Cellcard shall be entitled by written notice to the Customer to treat such failure, breach or default as a repudiation of the Agreement and to immediately terminate the Agreement and the Services.

6.2

Without prejudice to Cellcard' rights under Clause 6.1, Cellcard may at its sole discretion elect to suspend the Services or any part thereof, with or without notice to the Customer, if it considers that the Customer has breached any of its obligations under the Agreement.

6.3

Any such suspension shall not be a breach by Cellcard of the Agreement. All charges shall remain due and payable during such period of suspension by Cellcard of the Services.

6.4

Cellcard reserves the right to restrict access to the Service, suspend or terminate a Customer who consistently uses the Service to download or upload extremely high volume data. For the avoidance of doubt, the Service is not designed for consistent or extremely heavy users, particularly use of peer-to-peer applications or consistent use of any other applications that may or will have a detrimental affect on Cellcard Network's performance and/or other customer's use of the Service.

6.5

Any suspension of Service by Cellcard pursuant to the provisions of this Agreement shall not prejudice the right of Cellcard to continuously bill the Customer for the Service Charge for the remaining duration of the Term and/or recover all other charges, costs and interests due and other incidental damages incurred thereto.

6.6

In the event Cellcard is in material default of any of its obligations under the Agreement and has not remedied the default within thirty (30) days of receipt of written notice from the Customer requiring the remedy of the default, the Customer may, by written notice to Cellcard, be entitled to terminate the Agreement forthwith.

On termination of the Agreement by the Customer or Cellcard for any reason whatsoever, the Customer shall immediately pay Cellcard (i) all outstanding Service Charges in accordance with the Customer's account with Cellcard; (ii) all charges and amounts due and unpaid as at the termination date and any accrued interests thereon;

6.7

Notwithstanding Clause 6.2 to Clause 6.6, Cellcard may at any time discontinue the Services or any

part thereof or terminate the Agreement without having to give any reason by giving thirty (30) days prior written notice to the Customer. Cellcard shall have no liability to the Customer for discontinuance of the Services or any part thereof or termination of the Agreement pursuant to this Clause except to refund to the Customer within thirty (30) days from the effective date of discontinuance or termination (as the case may be) any advance Services Charges paid by the Customer to Cellcard for such part of the Services discontinued or for the period after the effective date of discontinuance or termination (as the case may be).

6.8

Termination of the Agreement by either the Customer or Cellcard for any reason whatsoever shall be without prejudice to any other rights, remedies or claims Cellcard may have against the Customer pursuant to the Agreement or at law or in equity in respect of any antecedent breach by the Customer of any provision of the Agreement. Unless otherwise expressly provided in the Agreement, all remedies provided for in the Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to Cellcard at law, in equity or otherwise.

7. INDEMNITY

7.1

Except to the extent of Cellcard' negligence, the Customer agrees to indemnify and hold Cellcard and its Related Corporation and their respective employees, officers, suppliers, contractors and agents harmless from and against any and all claims, demands, damages, costs, charges liabilities and expenses (including attorney's fees and costs) of every nature directly and indirectly, arising out of or in connection with:

- a. any claims for libel, invasion of privacy, infringement of patent, trademark, copyright or intellectual property right or other proprietary right, breach of confidence or breach of any law or regulation whatsoever arising from or attributable to the Customer Equipment, Customer data or the use of the Services (whether with or without Customer's authorisation);
- b. the use of the Services by a person using the Logon Details with, or without, the Customer's authority;
- c. any non-compliance with any provisions of this Agreement by the Customer;
- d. any negligent or wilful act of the Customer or any of its officers, employees, contractors or agents which would have been a breach of this Agreement if performed by the Customer using the Log-on Details; and
- e. any damage to property or personal injury (including death) arising from or in connection with the Customer Equipment.

7.2

CUSTOMER'S WARRANTIES

The Customer warrants that:

- a. it has the power to enter into and observe all its obligations under the Agreement;
- b. all consents, qualifications and authorisations from all necessary government and other authorities for the performance by the Customer of its obligations hereunder have been duly obtained and are in full force and effect; and
- c. the execution, delivery and performance by the Customer of the Agreement have been duly authorised by all necessary corporate action and that the Agreement constitutes a valid and effective and legally binding contract and shall be enforceable against the Customer in accordance with the terms herein.

The Customer hereby also agrees to indemnify and shall keep indemnified Cellcard from any loss, damage, liability or expenses arising from any claims for libel, invasion of privacy, infringement of copyright, patent, breach of confidence or privilege or breach of any law or regulation whatsoever arising from the Customer Equipment, material transmitted, received or stored via the Services or part thereof and from all other claims arising out of any act or omission of the Customer or any unauthorized use or exploitation of the Services or part thereof.

The Customer shall not use the Service to cause embarrassment, distress, annoyance, irritation or nuisance to any person.

7.3.

The Customer undertakes to inform Cellcard immediately of any change of the Customer's information provided in the Registration Form, failure to do so shall constitute a breach of terms and conditions of this Agreement and Cellcard reserves the right to suspend, disconnect the Service or terminate this Agreement.

7.4

The Customer undertakes to inform Cellcard immediately of any change of the Customer's information provided in the Registration Form, failure to do so shall constitute a breach of terms and conditions of this Agreement and Cellcard reserves the right to suspend, disconnect the Service or terminate this Agreement.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

8.1

The Services are provided on an "as is" basis and the Customer expressly acknowledges that the Services are suitable for its purpose. The Customer accordingly agrees and acknowledges that no condition, warranty or representation of any kind has been given or made by Cellcard or the employees, officers, personnel, representatives, customers or agent (collectively "**Personnel**") of Cellcard and its Related Corporations with respect to or in respect of the Services and all other conditions, warranties, guarantees or representation, express or implied, statutory or otherwise, (i) as to the state, quality, description or otherwise of the Services; or (ii) as to its fitness for any purpose, merchantability, non-infringement; or (iii) which arises from a course of dealing, usage, law or trade practice are hereby expressly excluded to the fullest extent permitted by law.

8.2

The Customer further agrees and acknowledges that it has not relied on any representation made by Cellcard, its Personnel or upon any descriptions or illustrations or specifications contained in any document including any catalogue or publicity material supplied by Cellcard or its Personnel.

8.3

The cessation of the obligation of the Customer to pay the Service Charges shall be the sole remedy of the Customer on termination of the Agreement for any reason whatsoever pursuant to any of the provisions of the Agreement and the Customer hereby irrevocably waives any and all rights and remedies available to it at law or in equity.

8.4

Notwithstanding anything to the contrary herein contained, in no event shall Cellcard, its Related Corporation and their respective Personnel or suppliers be liable to the Customer in contract, tort (including negligence whatsoever) or otherwise in respect of any claim brought by a third party or by the Customer whatsoever for any loss of profit or revenue or loss of business or loss of data or for interrupted or suspended communications or for any direct, indirect, special, incidental, consequential damages, or for any injury caused or suffered by a person or damage to property or any damages arising out of or in connection with the Services or the Agreement, whether or not Cellcard, its Personnel or suppliers was or should have been aware of the possibility that such damage or loss would occur. The aforesaid limitation and exclusion shall apply to the fullest extent permitted by law.

8.5

The exclusion referred to in Clause 8.4 applies to any action giving rise to an obligation, duty or liability even if the action was not authorised or capable of being authorised by the Customer.

Cellcard and/or its Related Corporations shall not be liable for, and the Customer agrees to

indemnify Cellcard and/or its Related Corporations against all claims, losses, liabilities proceedings, demands, costs and expenses (including legal fees) which may result or which Cellcard and/or its Related Corporations may sustain in connection with or arising from the provision of the Services to the Customer.

8.6

Cellcard and/or its Related Corporations shall not be liable for any hardware, software, equipment or for Customer Equipment provided by any third party or for any warranty for the same. Customer shall take up all such issues and grievances directly with such third parties and indemnify Cellcard of the same.

8.7

Without prejudice to the foregoing, the Customer agrees that the total amount of damages payable by Cellcard and/or its Related Corporations shall not at any time exceed the Service Charges paid to Cellcard by Customer over the twelve (12) months period prior to the date of the cause of action arising. This limitation of liability is cumulative and not per incident.

9. PERSONAL INFORMATION

The Customer hereby acknowledges that he is aware his Personal Information will be used and/or disclosed for the purposes set out in Clauses below.

9.1

The Customer hereby expressly consents that Cellcard may use his Personal Information for any purpose which is necessary or related to Cellcard' provision of the Services to the Customer. In this respect, the Customer also expressly consents that Cellcard may disclose the Customer's Personal Information to Cellcard' agents, contractors, business partners, associates or such other parties as are necessary to facilitate the provision of the Services by Cellcard to the Customer.

In addition, the Customer further expressly consents that Cellcard may use and/or disclose his Personal Information as follows:-

- a. to Cellcard' shareholders, Related Corporations and affiliated companies for purposes of providing any goods or services to the Customer;
- b. to Cellcard' agents, contractors, business partners or associates for purposes of marketing programs or providing any goods or services to its Customers;
- c. to Cellcard' agents or contractors for the purposes of recovering any amount due to Cellcard;
- d. to payment channels including without limitation, financial institutions for purposes of maintaining financial records, assessing or verifying credit and facilitating payments of any amount due to Cellcard pursuant to the Agreement;
- e. to regulatory bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime and/or fraud;
- f. to any party involved in or related to a legal proceeding, for purposes of the legal proceedings;
- g. to other service providers or to parties nominated by Cellcard either solely or jointly with other service providers, for purposes of establishing and maintaining a common database of customers; and/or
- h. to Cellcard' professional advisors on a need to know basis.

9.2

Save in accordance with Clause 9.1 above and except as permitted or required under any enactment, law, statute or code, Cellcard will not use or disclose the Customer's Personal Information.

9.3

The Customer hereby acknowledges his awareness that failure to provide complete and correct information to Cellcard as required in the Agreement including the Registration Form or any Addendum, may result in his application for Services being rejected, the Services or Agreement being terminated and/or correspondence from Cellcard including without limitation, bill statements failing to reach the Customer.

10. NOTICES

10.1

Any legal notices or communications to be given by Cellcard to the Customer under the Agreement shall be in writing and sent to its last known address or facsimile number. Any notice given by the Customer to Cellcard shall be in writing and sent to CamGSM Co., Ltd (known as Mobitel and/or Cellcard) # 33, Sihanouk Blvd , Phnom Penh Cambodia or to any other address notified by Cellcard from time to time or fax to Cellcard at +855 12 801 801 (Attention: Head of Marketing Dept) or to any other fax number notified by Cellcard from time to time.

10.2

For operational or technical notices or communications to be given by one party to the other, the party may contact the other party by telephone or electronic mail at its last known telephone number or electronic mail address respectively.

Any notice given pursuant to this Clause shall be deemed to have been served if:

- a. sent by prepaid registered post, on the second business day after the date of posting;
- b. sent by ordinary post, on the fifth business day after the date of posting;
- c. hand delivered, upon delivery provided it is delivered during Cellcard Working Hours on a business day; or
- d. sent by facsimile, upon completion of transmission.

11. GOVERNING LAW AND JURISDICTION

The Agreement and the transactions contemplated by the Agreement shall be governed by and construed in accordance with the laws of Kingdom of Cambodia. Disputes arising out of or related to the Agreement shall be exclusively subject to the jurisdiction of the courts of Cambodia.

12. GENERAL PROVISIONS

12.1

Cellcard may from time to time upon giving prior notice to the Customer, make any alterations to the Services or vary the terms and conditions of the Agreement. The Customer's continued use of the Services after the effective date of such alteration or variation shall constitute irrevocable and unconditional acceptance of such alteration or variation by the Customer. If the Customer does not accept such alteration or variation, the Customer shall be entitled to terminate the Agreement by giving written notice to Cellcard prior to the effective date of such alterations or variations.

12.2

A provision or a right created under the Agreement may not be waived except in writing signed by the party granting the waiver. No delay or omission by either party to exercise any right or power under the Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by any party of any of the obligations to be performed by the other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereto or of any other obligation.

12.3

Cellcard may assign or novate any of its rights or obligations under the Agreement to any third party by notice to the Customer without the Customer's consent. The Customer may not assign or novate any of its rights and obligations under the Agreement without Cellcard' written consent.

12.4

In the event of a conflict or inconsistency between the Registration Form and these terms and conditions and the Addendum, such inconsistency shall be resolved by giving precedence in the

following order: the Addendum, these terms and conditions and the Registration Form.

12.5

The Agreement constitutes the entire agreement between the parties concerning the subject matter herein and supersedes all previous agreements, understanding, proposals, representing and warranties relating to that subject matter.

12.6

Those Clauses which by their nature would survive the termination of the Agreement shall so survive, including without limitation, Clauses 5,7,8 and 9.

13.7

Time is of essence in performance hereunder and a significant and material term hereof.

13.8

Cellcard shall not be liable for failure to perform its obligations under the Agreement caused by an act of God, insurrection or civil disorder, war or military operations, national or local emergencies, act or omissions of government or other competent authorities, industrial disputes of any kind, fire, lightning or explosions, flood, inclement weather, acts or omissions of persons or entities for whom Cellcard has no control over, including third party suppliers whom Cellcard may use to perform the Services or any part thereof, or any cause whether similar or dissimilar or outside Cellcard' reasonable control.

13.9

If any term or provision (other than a term or provision relating to any payment obligation) of the Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable and the remainder of the Agreement shall be capable of substantial performance, then each term and provision of the Agreement not so affected shall be valid and enforceable to the extent permitted by law.

The Customer agrees that the Agreement will be for the benefit of the Customer only and does not confer any rights or benefits on any third party, including without limitation the Customer's Personnel, and that there are no third party beneficiaries of the Customer as to this or any part or specific provision of the Agreement.

Cellcard reserves the right at any time to share any information obtained in connection with the Agreement to any persons and for any reason whatsoever (including without limitation in connection with any marketing activities, provision of integrated services, credit verification, enquiries or directives from any regulatory, governmental or other authorities or in connection with any legal proceedings) and the Customer hereby expressly consents to the same.

Signed for and on behalf of **CAMGSM Co.Ltd.**

Signed for and on behalf of **CUSTOMER**

By:

By:

Name: **DAVID SPRIGGS**
Designation: **Chief Executive Officer**
Date

Name:
Date: