

# Terms of Use

## Legal & Privacy Notice

BY ACCESSING ANY WEBSITE BELONGING TO SLT-MOBITEL (PRIVATE) LIMITED INCLUDING [www.mobitellanka.com](http://www.mobitellanka.com), [www.mobitel.lk](http://www.mobitel.lk), [www.slt.lk](http://www.slt.lk), [www.sltmobitel.lk](http://www.sltmobitel.lk), (SLT-MOBITEL'S WEBSITES), YOU AGREE TO BE BOUND BY ALL OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE NOTE THAT YOU ARE NOT PERMITTED TO USE THE SITE OR ANY INFORMATION FOUND ON ANY OF SLT-MOBITEL'S WEBSITES AND ITS RELATED WEBSITES. THIS INFORMATION IS STRICTLY FOR PERSONAL USE ONLY AND MAY NOT BE USED FOR COMMERCIAL PURPOSES WITHOUT THE PRIOR WRITTEN CONSENT OF SLT-MOBITEL.

## Acceptance of Terms

We reserve the right at our discretion, to update or revise these Terms and Conditions. Please check these Terms and Conditions periodically for changes. Your continued use of SLT-Mobitel's websites and its related websites following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

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## Hyper linking

Without the prior written consent of SLT-Mobitel, you shall not, insert a hyperlink (which bypasses the relevant home page(s) of SLT-Mobitel's websites and/or its related websites) to; reproduce any table cell similar to, "frame"; and/or "Mirror", any part of SLT-Mobitel 's websites and its related websites.

## Registration, Passwords, Security and Cookies

If any portion of the Site requires you to register or open an account, you must provide SLT-Mobitel with accurate, complete and updated registration information. You may also be asked to choose a login name and a password. Please select a password that would not be obvious to someone trying to guess your password. You shall be responsible for maintaining the user name and password securely which will include changing the password frequently. You shall be responsible to exit (logout) from your account when you have finished

You shall not disclose to any person your password and shall not permit or authorize any person to use your login name or password for any purpose whatsoever.

SLT-Mobitel may treat any access to or use of the Site at any time by the use of your login name and password as access to or use of the Site by you, notwithstanding that it may have been used by any other person without your knowledge or authority.

Upon learning that any person has acquired knowledge of your password or has used your password to access or use the Site or effect any transaction (whether with or without your knowledge and consent), you shall:

- immediately notify SLT-Mobitel thereof;
- at SLT-Mobitel' s request, make a police report thereof;
- provide SLT-Mobitel with any other information relating to as SLT-Mobitel may require; and
- immediately change the password.

## Information on SLT-Mobitel 's Websites

Information on SLT-Mobitel 's websites and its related websites is subject to change (including without limitation, modification, deletion and/or replacement thereof) without prior notice and may contain inadvertent or technical inaccuracies or typographical error and/or withdraw access to them at any time.

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In no event shall SLT-Mobitel and/or its respective business partners be liable for any special, indirect or consequential, incidental, punitive damages, including sickness or health problems or any damages whatsoever (including without limitation, damages for loss of business, profits or revenue, business interruption, or loss of business information), whether brought in an action of contract, negligence or other tortious action arising out of, relating to and/or in connection with the use, performance of and/or reliance on information or material contained in or accessed from any of SLT-Mobitel s websites, even if SLT-Mobitel has been advised of the possibility of such damages. Some jurisdictions do not allow exclusion of certain warranties or limitations of liability, so the above limitations or exclusions may not apply to you. The liability of SLT-Mobitel would in such case be limited to the greatest extent permitted by law.

## Unacceptable Use and Member Conduct

You agree to abide by all applicable laws in all jurisdictions. By way of example, without limitation, you agree not to, in respect of SLT-Mobitel's websites and its related websites:

- (1) submit, upload or transmit any material that is defamatory, abusive, threatening, obscene, indecent, infringing or unlawful in any jurisdiction;
- (2) transmit or upload any material that contains viruses, trojan horses, worms, time bombs, cancelbots or any other harmful, disruptive or deleterious programs; and/or
- (3) Transmit or upload any material protected by intellectual property rights or any other applicable law unless you have received all requisite consents;
- (4) contains any advertising and promotional message;
- (5) contains any errors, whether technical or otherwise or
- (6) contains any material in any form that would otherwise render SLT-Mobitel liable or expose SLT-Mobitel to any proceedings whatsoever;
- (7) use any robot, spider, or other automatic or manual device or process to monitor or copy our web pages or any portion of the content contained herein without SLT-Mobitel' s express written permission;
- (8) use any device, software or routine to interfere or attempt to interfere with the proper working of the Site, or to impose an unreasonable or disproportionately large load on the servers serving the Site.

You understand that you are responsible for any content that you post or transmit on or through the Site.

You agree not to cause, nor knowingly allow others to stalk and or to cause, any nuisance, annoyance, or inconvenience, whether to SLT-Mobitel and or to minors, third parties SLT-Mobitel Members and or any of SLT-Mobitel subscribers by users of the Site by any means. Specifically, you will not use the Site to post, transmit, distribute, link or to solicit content.

SLT-Mobitel shall have the right (but not the obligation) in its sole discretion to monitor, refuse or remove any content that is available via the Site. Without limiting the foregoing, SLT-Mobitel shall have the right to remove any content that violates these Terms or is otherwise objectionable.

## Links to Third Party Sites and Content

SLT-Mobitel provides links and content only as a convenience, and the inclusion of any link and content does not imply endorsement by SLT-Mobitel of the linked site and or content. When linking to such third-party sites and or content, you shall review and agree to that content and site's rules of use before using such sites and/or content. You also agree that the linked sites and content are not under the control of SLT-Mobitel and SLT-Mobitel is not responsible for the contents of any linked site or any link contained in a linked site.

## SLT-Mobitel RSS

### Terms and Conditions of Use

The RSS service that SLT-Mobitel ([www.http://www.sltmobitel.lk/](http://www.sltmobitel.lk/)) offers visitors refers to that by which SLT-Mobitel facilitates feeds of news items relating to the SLT-Mobitel organization in XML format to users of RSS

aggregators or readers. The following Terms and Conditions of Use apply to your use of the SLT-Mobitel RSS service and may be changed by ([www.sltmobitel.lk](http://www.sltmobitel.lk)) at any time with no prior notice.

#### Use of RSS Feeds

The RSS service is a free service offered by ([www.sltmobitel.lk](http://www.sltmobitel.lk)) strictly and solely for non-commercial use. You are strictly prohibited from: using RSS for advertising use including the incorporation of advertising into; insertion of advertising relevant to the RSS content; editing or modifying the content within a feed.

#### Link to Content Pages:

The RSS feeds may only be used with those platforms which gives the viewer direct access to the display of the full article on the ([www.sltmobitel.lk](http://www.sltmobitel.lk)) site when accessed. It is prohibited to display the RSS content in any other manner nor is it permissible to insert any intermediate page, splash page or other content between the RSS link and the applicable ([www.sltmobitel.lk](http://www.sltmobitel.lk)) site web page.

#### Ownership/Attribution:

SLT-Mobitel retains all rights to the RSS content including any SLT-Mobitel logos and trademarks contained therein. Use of the RSS feeds must be attributed to the ([www.sltmobitel.lk](http://www.sltmobitel.lk)) site which may be by using the ([www.sltmobitel.lk](http://www.sltmobitel.lk)) site logo that is incorporated into the RSS feed in the case of a graphic attribution.

#### Right to Discontinue Feeds:

SLT-Mobitel retains the right to discontinue all or any of the RSS feeds at any time and to require the user to discontinue displaying, distributing or otherwise using any or all of the RSS feeds for any reason including, without limitation, your violation of any provision of these Terms and Conditions of Use. SLT-Mobitel will not be held liable for any of your activities in connection with the RSS feeds or for the of the RSS feeds in connection to your website.

#### Indemnity

You agree to indemnify and hold each of SLT-Mobitel and its business partners harmless from any claim, demand or damage, including legal fees, asserted by any third party, relating to and in connection with (a) your use of SLT-Mobitel's websites and its related websites and/or use of the services therein; and/or (b) your breach of any of the terms and conditions herein.

#### Costs

The use of the site is free of charge however you may be liable to pay in full any other cost that can occur for using Internet Services and or SLT-Mobitel Services including VAS services.

#### Termination

SLT-Mobitel reserves the right to reject any application for registration and/or terminate the Service without notice at any time after the Service has been established on the grounds of security and/or credit worthiness and for any other reason including but not restricted to the non-payment of Service dues as per the terms and conditions of this Agreement.

Upon termination of the agreement you shall be liable to pay SLT-Mobitel for:

- Any Service dues incurred by the Subscriber up to and including the effective date of termination, and
- Any other outstanding amounts.

#### Governing Law and Jurisdiction

Your access and/or use of SLT-Mobitel's websites and its related websites shall be governed by and in accordance with, the laws of Sri Lanka and you agree to submit to the non-exclusive jurisdiction of the courts of Sri Lanka.