

terms and conditions

for My.T

1.0 Object

The present document defines the terms and conditions under which MT provides the Service to the Subscriber and under which the Subscriber accesses and uses the Service. The signature of the My.T Subscription Form implies the acceptance of the present terms and conditions.

2.0 Definition of Terms

Access Codes: Access codes mean the following codes assigned to the Subscriber by MT to access the Service:

ADSL Services: mean broadband Internet services delivered over the copper wire telephone network which offers speed up to 4Mbps and are distinct from our Fibre Optic Broadband Services.

Adult Code: means any set of numbers assigned to the Subscriber that enables parents or other adults to control children's access to material that is not suitable for them

CPE or Equipment: means Customer Premises Equipment and may comprise of one (1) Set Top Box, one (1) Livebox, or multi-VC modem, one (1) Smartcard, one (1) Remote Control, one(1) ONT for Fibre-Optic Broadband Service only and any other equipment to access and use the Service.

Commencement Date: means the date at which the contract between MT and the Subscriber becomes valid and is the date at which the Service is provisioned.

Contract: means the duly signed My.T Subscription Form of which the terms and conditions in this document form an integral part. The present terms and conditions are applicable to the My.T Service subscribed at any MT point of sale and/or distribution channel.

Data usage: means the actual amount of data that the Subscriber has transferred over the Internet while using the Service.

Exchange Zone: Exchange Zone is a zone around any exchange of MT within which the Service may be accessed. Specifications and eligibility for Service may vary according to the geographical location of the Subscriber and depending on the technical specifications/conditions of the access network.

Fair Usage Policy: a fair usage policy is a form of network management that ensures that MT delivers the best possible service at all times to its Subscribers.

Fibre Optic Broadband Services: means the provision of broadband Internet on end-to-end fibre optic connection from MT telephone exchange to the Subscriber's premise.

Identification Code: means the set of numbers allocated to the Subscriber by MT to access the Service.

Internet: means the global data network of interconnected servers using the TCP/IP protocol suite.

IP Network: means an electronic communication network using the IP Protocol for the transmission of data.

Livebox: Livebox means a multi-services modem/router gateway used to access the Service which may be provided to the Subscriber during the subscription period.

Login Name: means any set of numbers or alphanumeric symbols or characters assigned by MT to the Subscriber as Login Name, Login ID, User Name or User ID (whether or not applied for or selected by the Subscriber) to be used by the Subscriber, in conjunction with the Password, to access the Service.

Minimum Subscription Period: means a period of twelve (12) calendar months or such other period as may be stipulated by MT as the minimum subscription for which the Subscriber commits to the subscription.

MT:	MT shall mean Mauritius Telecom Ltd whose registered office is situated at Level 18, Telecom Tower, Edith Cavell Street, Port Louis. MT is the provider of My.T service.	Subscriber:	means the person so named on the My.T Subscription Form who applies for or subscribes to or utilizes the Service. The Subscriber shall also ensure, in case the MT billing telephone number is not on his/her name, that appropriate authorisation has been obtained from the renter of the said MT telephone line for use as billing telephone number.
Multiscreen services:	Multiscreen services allow a user to watch my.t channels on 2 devices (for e.g. smartphone or tablet) other than the TV.	TNT channels:	mean Digital Video Broadcasting-Terrestrial (DVBT) that can be received through a conventional antenna (or aerial). TNT channels are broadcasted by MBC (Mauritius Broadcasting Corporation).
My.T Subscription Form:	the duly filled and submitted Subscription Form by the Subscriber, which is an integral part of this contract.	TV Channels:	means the TV channels included in the My.T Service which can be accessed freely or against payment.
Online Subscription:	Online subscription is the process by which a subscriber opts to subscribe to TV pack via www.myt.mu .	TV Pack:	A TV pack can be one or a bundle of my.t channels.
ONT:	means Optical Network Termination Unit which is a device that transforms incoming optical signals into electronics at a Subscriber's premises in order to provide Fibre-Optic Broadband Services.	User:	user shall mean any person using the Service with the Subscriber's authorisation.
Password:	Password means any set of numbers or alphanumeric symbols or characters initially assigned by My.T to the Subscriber as the password (including any changes thereafter whether or not selected by the Subscriber) to be used by the Subscriber, in conjunction with the Login Name, to access the Service.	Volume allowance:	means the total amount of data that can be sent and/or received during the Billing Period as defined in the broadband package subscribed by Customer.
Premium Bouquet:	A specific number of channels in a bouquet available upon subscription and payment of relevant fees and charges.	Wi-Fi:	Wi-Fi is an acronym for Wireless Fidelity allowing wireless access to Internet.
Service:	shall mean the My.T Service consisting of converged services including broadband Internet, voice, and video packages selected from the My.T Subscription Form. The Service includes ADSL Services and Fibre Optic Broadband Services. The list of available services is detailed on the My.T website and may be amended by MT with notice to the Subscriber. The service is available only for residential and private use and through the CPE provided by MT.	<p>3.0 Service Description</p> <p>3.1 The Service is a converged service that may comprise without limitation to the following services: voice, broadband Internet, TV and Video-on-Demand contents and any value-added features as outlined on My.T website or MyT Subscription Form.</p> <p>3.2 The Service is available to residential Subscribers either as ADSL Services or Fibre-Optic Broadband Services depending on technology availability in your area.</p> <p>3.3 Quoted speeds for the Service refer to maximum available download bandwidth.</p> <p>3.4 Calls from the telephone line shall be billed separately.</p>	
Set Top Box:	the term describes a decoder/receiver data/video device provided to the Subscriber during the subscription period.	<p>4.0 TV and Video-On-Demand Contents</p> <p>4.1 Video on Demand service is available on My.T Television portal. Except as to free VOD, Subscriber ordering VOD content shall be charged on a post pay basis and such charges shall be invoiced monthly to</p>	
Stipulated Premise:	mean the premise stated in the Subscriber's application to MT for the Service as the premises at which the Service is required.		

the Subscriber on his telephone bill. The ordered content will be put at the disposal of the Subscriber for personal consumption for a maximum period of 48 hours. MT reserves the right to amend or VARY the VOD conditions. Terms and conditions are available in the My.T catalogue.

- 4.2 The Subscriber shall use the CPE provided by MT to access the Service on the TV set.
- 4.3 The Subscriber shall not connect MT's Set Top Box to more than one TV set.
- 4.4 MT will provide an identification code and an adult code (numerical) to allow the Subscriber to access the service.
- 4.5 The subscriber agrees that he is solely responsible for the management of his credit account for TV contents and his VoD consumption. MT manages the subscriber's account via his Identification Code. A default Identification Code password is provided after installation at Subscriber's premises. Subscriber should change this password regularly. MT will not be liable for any loss or damage arising out this password remaining unchanged.
- 4.6 Video content is classified according to age groups. These levels are clearly identified by their respective warning symbols on the TV screen.
- 4.7 To filter video content, a Subscriber shall set filtering levels by "genre" in the restricted mode.
- 4.8 MT shall provide an Electronic Guide containing information on programmes available. The Electronic Guide is indicative of the programmes available and as such MT does not guarantee the accuracy of the information.
- 4.9 TNT channels can be viewed from the My.T TV portal through an antenna connection to the Subscriber's Set-Top Box subject to the Subscriber premises being in the TNT coverage zone. TNT channels are not broadcasted by MT. MT is thus not responsible for the quality and provision of the content.

5. Access to My.T Service

- 5.1 Any connection to the service is subject to:
 - 5.1.1 The service provision being made only through the MT normal telephone line to which the Subscriber subscribes or has been authorised to use by the renter of the line and the telephone number shall be indicated by the Subscriber in the My.T Subscription Form.
 - 5.1.2 The Subscriber premises being located within a MT Exchange Zone. Specifications and

eligibility for respective services may vary according to Subscriber's location with respect to MT's Exchange.

- 5.1.3 Provision of the complete My.T bundle is subject to the fulfillment of technical specifications at the Subscriber's premises. Prior to or on installation of the Services, MT will carry out a survey of the Subscriber premises to determine whether provision of My.T Service is technically feasible.
- 5.2 MT shall allocate IP addresses for use in connection with the Service and retains all rights associated with the provided IP addresses.
- 5.3 Use of access codes
 - 5.3.1 Access codes will be assigned by MT to the Subscriber to access the Service through the Subscriber's MT telephone line.
 - 5.3.2 Access to the Service is possible only after activation of the access codes provided by MT.
 - 5.3.3 The Subscriber may at any time alter and at his discretion, the Adult Code and Password assigned to him for privacy protection.
 - 5.3.4 The Subscriber is responsible for the protection of the secrecy of the Access Codes and Adult Code assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. The Subscriber shall be fully responsible and liable at all times for any loss or damage arising out of any use or misuse of his Access Codes and Adult Code.
 - 5.3.5 In the event the Subscriber forgets or loses his Access Codes, the Subscriber shall immediately call 8902. The Access Codes will be sent to the Subscriber by email to the email address provided by the Subscriber in the My.T Subscription Form after the Subscriber has provided the correct answers to the personal questions asked.
 - 5.3.6 In case the Subscriber is unable to provide correct answers or unable to access his email, the Subscriber must come in person with his National Identity Card (or any other proof of identity e.g. passport, valid driving licence) to the MT's Customer Service Centre.
 - 5.3.7 The Subscriber, upon learning that any person has acquired knowledge of the Subscriber's Access Codes or has used the

Subscriber's Access Codes to access or utilise the Service or effect any transaction (whether with or without the knowledge and consent of the Subscriber), shall immediately notify MT and provide any other information relating thereto as MT may require.

5.3.8 The Subscriber shall send to MT's Customer Service Centre one week prior notice in writing for any change he wishes to make in his login. This service may be billed by MT.

5.3.9 MT reserves the right to suspend the Subscriber's Access Codes to the Service any time if MT reasonably believes or suspects that there is or is likely to be a breach of security or suspicion of fraud.

5.4 Any continued access to this service, the rate of which may be stated in your Statement of Account, means the Subscriber will be deemed to have accepted the service as is. MT reserves the right not to consider any retroactive compensation.

6.0 Service Provision

6.1 The My.T Subscription Form shall be duly signed and submitted by the Subscriber before the Service is made available.

6.2 MT shall provide the Subscriber with the Service upon the Terms and Conditions of this Contract. The type of Service to which the Subscriber is subscribed is specified on the My.T Subscription Form.

6.3 MT will use reasonable endeavours to provide the Service by the date indicated to the Subscriber but all dates are estimates and MT has no liability for any failure to meet any date.

6.4 In consideration of the payment by the Subscriber of the charges, fees and/or rentals, MT shall provide the Service during the subscription period subject to the compliance by the Subscriber with all the Terms and Conditions set out in this Contract.

6.5 MT reserves the right to cancel or to delay the provision of the Service to a Subscriber, if the Service is not likely to be effected in satisfying conditions for the Subscriber or if there is reasonable grounds for MT to believe that the use of the service will constitute or might constitute a breach of the obligations in this contract.

6.6 Occasionally MT may for operational reasons, including but not limited to repair, maintenance or improvement of the Service:

6.6.1 Change the codes or the numbers allocated to the Subscriber or the technical

specification(s) of Service to match changes in the IP Network infrastructure.

6.6.2 Suspend the Service. MT will endeavour to provide reasonable notice of the suspension. MT will restore the Service as soon as it reasonably can after the suspension. MT will not be liable for any prejudice suffered by or caused to the Subscriber as a result of the suspension of the Service.

6.7 MT may occasionally give the Subscriber instructions which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by MT to the Subscriber or to any other Subscriber.

6.8 The Subscriber understands and agrees that the My.T Service is subject to immediate termination without compensation for non-compliance with the Terms and Conditions in this Contract. Furthermore, the Subscriber will be responsible for the full amount of any tangible and intangible damages this may cause.

6.9 In the event the Subscriber transfers his telephone line within the same or to a different MT exchange after subscribing to the Service, his telephone line will be subject to clause 4.1.1. Normal MT transfer fee will apply.

6.9.1 If an email account is inactive for 12 consecutive months, MT reserves the right to put account into dormant state for a further period of 12 months, after which account shall be deleted. An account in a dormant state may be re-activated upon receipt of request for reactivation from the owner of the telephone line. Email addresses of deleted email accounts are not re-issued.

6.9.2 The subscriber consents and agrees to receive electronic invoices for the subscribed services. Subscriber is automatically registered to MT's electronic billing system unless Subscriber decides at any time to opt out.

7.0 Service Availability

7.1 The Subscriber acknowledges and agrees that service availability is subject to availability of resources including, without limitation, availability of a suitable network infrastructure, copper coverage for ADSL Service and fibre coverage for Fibre-Optic Broadband Service at the time the Service is requested or delivered.

7.2 A Subscriber will be deemed ineligible to sign up for the Service if copper or fibre is not available at the Subscriber's premise and MT shall not be liable in any way whatsoever for lack of copper or fibre coverage.

8.0 MT'S Equipment

8.1 MT will provide the Subscriber with a suitable CPE/Equipment to access the Service.

8.2 The Equipment shall remain the property of MT.

8.3 On termination of Service, the Subscriber shall make available the Equipment for recovery by MT or otherwise return the Equipment in the same condition as originally installed (ordinary wear and tear excepted). Failure to do so within 60 days of termination of Service will give MT to charge Subscriber the fair market value of the Equipment or that of its replacement product.

9.0 Equipment Warranty

9.1 The equipment provided by MT is covered by a one (1) year return to base warranty. This means that equipment thought to be faulty must be returned to MT at your expense for testing, repair or replacement. Replacement units are not provided until testing has been completed, and the unit is found by us to be faulty.

9.2 The warranty period will commence from the date of despatch from our premises to the Subscriber.

9.3 The warranty period will not restart if a replacement unit is issued.

9.4 If the equipment provided by or bought from MT is returned to MT within the 1 year warranty period and is found to be faulty by MT, MT will replace, repair or credit your account for it at our discretion, unless MT find that the fault was caused by:

(a) A piece of equipment not supplied by MT; or

(b) A Force Majeure Event; or

(c) Interference or modification to the equipment not performed by MT, or a failure to use the equipment in accordance with the manufacturer's or MT's specifications / instructions; or

(d) Damage caused by you or a third party.

9.5 Operation and maintenance of equipment which has not been purchased from MT or is outside of any warranty provided by MT are your responsibility.

10.0 Multiscreen

10.1 Multiscreen service is available for Subscriber who are subscribed to my.t as from my.t 20M onwards and to devices with iOS and Android operating systems. The app is available on Appstore and Playstore.

10.2 After downloading the Multiscreen app, a my.t subscriber can adopt one of the three following methods to access the Multiscreen Service:

- 1) by calling on 8902,
- 2) by visiting the nearest Mauritius Telecom Shop
- 3) via Facebook.

10.3 The following information shall then be required:

- 1) Fixed Line number of subscriber.
- 2) Device type (tablet/ smartphone).
- 3) The operating system of both devices (iOS/ Android).

10.4 The username and password will be bound to the MAC address of the device and hence, it won't be possible to activate Multiscreen Services on a third device with the username/ password of any of the two devices.

10.5 If a subscriber wishes to connect multiscreen to a third device, the subscriber needs to call on 8902 so that an unbinding can be done from any one of the two other devices, he no longer wishes to have access to multiscreen service from.

10.6 Following that, a username/ password can be activated for the new device. In short, the total number of devices in which multiscreen can be used is two only.

10.7 To view VOD on Multiscreen, the subscriber must first buy the VOD on the my.t decoder.

10.8 The subscriber acknowledges and agrees that service availability is subject to availability of resources including a good Wi-Fi coverage or 3G connection.

10.9 The tariff to access the multiscreen app on the mobile network is specific to each mobile operator. Consult our webpage www.my.t.mu for more details on the Orange mobile network.

10.10 MT shall not be liable in case multiscreen does not work on devices which have been 'rooted' (applicable for Android OS) or 'jailbreak' (applicable for iOS).

11.0 Installation and Cabling

- 11.1 To enable us to provide the Service, certain Equipment may need to be installed at your Stipulated Premise. Before accepting your MyT Subscription Form, we may give you some advice or any necessary preparation.
- 11.2 The Subscriber shall be responsible to provide enough main socket outlets at the Stipulated Premise to provide a power supply for any Equipment which may form part of the Service.
- 11.3 Where the Subscriber is not the owner of the Stipulated Premise, the Subscriber shall obtain such approval and consent from the owner thereof for the installation and the work required to be carried out by MT for the purpose and shall indemnify MT in respect of any claims against MT in respect of any and all work carried out by MT for the installation at the Stipulated Premises.

12. Relocation of Service

- 12.1 If a Subscriber relocates to another premise, the Subscriber may make an application for the relocation of the Service to the new premises subject to any applicable fees and charges. The Subscriber acknowledges that any relocation of the Service shall only be effective if the new premise is within the coverage of the copper network for ADSL service or fibre network for Fibre Optic Broadband Services.
- 12.2 A relocation charge will apply and this will include basic installation of all equipment required for the Service at the Subscriber's new premises. Any additional equipment will be subject to prevailing charges. The Subscriber's subscription to the Service shall remain valid and binding on the Subscriber during such re-location notwithstanding disruption in all or any of the individual Services.
- 12.3 In the event that a Subscriber's Service cannot be provisioned at the new premises because it falls outside of the service availability area, MT reserves the right to terminate the Subscriber's subscription to the Service and to offer the Subscriber other MyT offers at the discretion of MT. If the Subscriber opts to take up the other MyT offers, the early termination charges for the Service shall be waived. However, additional charges for relocation and installation of MT's equipment at the Subscriber's new premises shall apply. In the event that the Subscriber decides not to take up the other MyT offers, then the Subscriber shall be deemed to have terminated the

Service and the early termination charges for the Service shall apply.

13.0 Upgrade and Downgrade of Service

There will be no penalty fee if the Subscriber upgrades the Service during the Minimum Subscription Period. The Subscriber shall be liable to pay a downgrade charge to be determined by MT if the Subscriber downgrades the Service during the Minimum Subscription Period.

14.0 Data Usage Guidelines

My.T Services are intended for normal recreational or educational use by our Subscribers. Because of MT's commitment to provide the best possible service at all times to all its My.T Subscribers, a Fair Usage Policy is applicable on the broadband Internet of the My.T Service. The application of the Fair Usage Policy (FUP) ensures that Subscribers act reasonably when using the service and hence that an acceptable standard of service in terms of download speeds, will be provided across all broadband Internet of My.T Services. MT will continually measure the performance of its broadband network and take steps to restrict the download speeds of very heavy users, should their activities significantly contribute towards the risk of reduced speeds being experienced by the majority of our My.T Subscribers. During any period of reduction or suspension of the broadband Internet of My.T Service, the Subscriber shall still benefit fully from TV contents at the specified monthly charge.

15.0 Subscribers' Obligations

- 15.1 The Subscriber shall at all time use the Service in accordance with the present Terms and Conditions and in accordance with the Laws of Mauritius and shall indemnify and hold harmless MT from any losses incurred by reason of breach of this clause.
- 15.2 The Subscriber shall, when accessing any other network through the Service, comply with the rules appropriate for such other network.
- 15.3 The Subscriber is responsible for the acts and omissions of all Users in connection with the Service and is liable for any failure by any User to perform or observe the Terms and Conditions of this Contract as if it were a party to it.
- 15.4 The Subscriber shall not use the service in any way which, in MT's opinion, is, or is likely to be, detrimental to the provision of the Service to the Subscriber or any other Subscriber. This includes using the service for fax mailing.

- 15.5 This Contract is personal to the Subscriber and accordingly the Subscriber may not assign or transfer his rights under this Contract or any part of the Service itself without the prior written consent of MT. The Subscriber shall not allow and/or share his Service with any other user outside his home network nor shall he use the service for business purposes.
- 15.6 The Subscriber shall keep the CPE belonging to MT in good condition; fair wear and tear only accepted, and shall be fully responsible for the loss or damage to the same howsoever caused.
- 15.7 The Subscriber is solely responsible for obtaining the appropriate licences for and undertaking the appropriate maintenance of, any software necessary for use of the Service, other than any software which may be provided by MT, and the Subscriber agrees to comply with any Terms and Conditions governing the use of the software. In the event that software is provided by MT as part of the Service, MT hereby grants a personal, non-exclusive license for the term of this Contract to the Subscriber to use such software solely for the purpose of the Service under this Contract.
- 15.8 The Subscriber shall provide at his own expense, when so required by MT, all facilities and/or resources whatsoever necessary for the proper installation, operation and maintenance of the service and/or, but not limited to, power points, electricity, conduits, pipes, access or licence.
- 15.9 The Subscriber shall be responsible to ensure that the equipment/hardware used by him to access the service is adequate and is fully protected against lightning, power surges or other hazards.
- 15.10 The Subscriber shall not, in any case, resell or sublet the service or information presented to him through the Service. Such content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Examples of prohibited reselling or subletting include, but are not limited to: My.T Service provision outside of the Subscriber's premises, resale of bandwidth, Internet connectivity, audiovisual content or services provided by MT or any content provider except as expressly authorized by MT in writing.
- 15.11 The Subscriber shall promptly comply with all notices, instructions or directions given by MT in respect of the installation, use or operation of the Service and/or CPE.
- 15.12 The Subscriber shall permit MT authorised personnel to enter and remain on the Subscriber's premises and any other place under his control at reasonable times and for any reasonable lapse of time for the purpose of carrying out any inspection which MT may deem necessary for the purpose of this Contract or to recover any CPE belonging to MT upon termination of this Contract or any service provided.
- 15.13 The Subscriber shall acquire no right or property in the service number(s) such as but not limited to telephone number, mailbox number, network user identity, circuit reference. These number(s) may be changed or reassigned by MT in any way whatsoever without being liable to the Subscriber.
- 15.14 For any subscription to a My.T Service, the Subscriber shall be solely responsible for ensuring that the settings of his modem are correctly set to avoid unwanted transmission of data over the Internet.
- 15.15 The Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service.
- 15.16 The Subscriber shall be solely responsible for managing the use of the storage capacity for services such as email and web-page hosting such that it is within the capacity allocated to him or as may be amended by MT from time to time.
- 15.17 The Subscriber shall bear all responsibility for any degradation of service which may be caused by the presence of a LAN on involving more than one computer.
- 15.18 The Subscriber shall, at all times, ensure that his personal equipment is compatible with My.T Services.
- 15.19 The Subscriber shall strictly comply with and ensure compliance by users of the Service with all instructions or notices in whatever form and through whatever means given by MT regarding the use of the software for accessing the My.T services.
- 15.20 Connection and usage of any CPE shall be in strict compliance with applicable instructions, safety and security procedures as communicated by MT.
- 15.21 The Subscriber shall, at all times, use MT CPE equipment to access the My.T Services. The subscriber shall be fully liable for any damage or loss in the event other CPE equipment is being used.
- 15.22 The Subscriber shall protect and keep confidential all intellectual property provided by MT through any equipment and shall not copy, alter, reverse engineer, or tamper with any such equipment or use the equipment other than for the Service.
- 15.23 The Subscriber shall not resell, transfer, export or re-export any MT CPE, or any technical data derived there-from, in violation of any applicable legislation.

- 15.24 The Subscriber shall be responsible for MT equipment on the Subscriber's premises and shall not modify, interfere or tamper with the MT equipment. The Subscriber shall be liable to MT for any loss and/or damage to MT equipment howsoever occasioned or caused (including but not limited to power surge and lightning).
- 15.25 In the event the service is terminated, the Subscriber shall return all equipment to MT within 15 days. In the event all that equipment is not returned within 15 days or/and not fully in good condition, except for normal tear and wear, MT will bill the Subscriber all relevant charges (including parts and components) on his MT telephone bill as per tariffs detailed on the My.T website.
- 15.26 The Subscriber agrees that his/her activity will not improperly restrict, inhibit or degrade any other Subscriber's use of the service nor represent (in the sole judgment of MT) an unusually large burden on the network itself. If Subscribers are found to be making excessive use of their broadband service they may find their service restricted, as per the Fair Usage Policy and if it continues may have their service suspended or cancelled.

16.0 MT Rights and Obligations

- 16.1 MT shall have the right to examine the use of the Service by the Subscriber and to disclose such use to third parties for legal or statutory purposes, in order to identify misuse or abuse of the Service, or to ensure the smooth running of and identify faults in its network.
- 16.2 Access to the Service may be occasionally restricted to allow repairs, maintenance and upgrades in which case MT will use all reasonable endeavours to provide the Subscriber with advance notice of such restriction.
- 16.3 MT shall have the right, at any time and upon reasonable notice, to send a MT representative to the Subscriber's premises to undertake any necessary maintenance.
- 16.4 The Subscriber hereby agrees that MT may refer to the Subscriber, by company or trading name, and to the existence of this Contract in any marketing or promotional materials.
- 16.5 MT shall maintain and control ownership of all IP numbers and addresses that may be assigned to the Subscriber by MT and MT reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.
- 16.6 In the event, the Subscriber's CPE as provided by MT has manufacturing defects, the equipment shall be

returned forthwith with all cables, parts and components and another equipment will be provided to the Subscriber depending on availability for use till the end of his subscription.

17.0 Quality of Service

- 17.1 MT shall use its best of endeavours to offer a quality of service of a competent Infocom service provider.
- 17.2 The Quality of Service is subject to the following:
- 17.2.1 The proximity of the Subscriber to the MT Exchange
- 17.2.2 For My.T Service, the Subscriber's computer equipment must meet the minimum system requirements as set on the My.T website
- 17.3 MT shall use its best endeavours to maintain an acceptable level of service.
- 17.4 The Subscriber acknowledges that it is technically impracticable to provide a fault-free Service. MT shall however use its best endeavours to repair any reported faults as soon as feasible.
- 17.5 Should a momentary interruption be due to an act or omission of MT and shall have lasted for more than five (5) consecutive days, MT shall refund to the Subscriber a pro-rated amount of the subscription fee covering the period of interruption from the time such interruption is reported to MT.
- 17.6 The Subscriber is required to report any fault and/or interruption to MT immediately as any refund will only be provided for the period starting on the date such interruption is reported.
- 17.7 No Subscriber shall be entitled to any refund for interruption of service caused by a third party, Force Majeure and/or planned modification or upgrade.
- 17.8 MT reserves the right to charge the Subscriber for any intervention caused by a misuse of the Service by the Subscriber.
- 18.0 Traffic Policy
- 18.1 The Service is a shared access service depending upon both local and international resources. MT intends to provide to all Subscribers a reasonable level of service and distribute resources among them, as per the Fair Usage Policy.
- 18.2 My.T Service is a best service effort and no guarantee will be made regarding the speed of access, the quality of content transmitted or the amount of time taken before content is made available.

18.3 MT is not responsible for delays, interruptions, errors or omissions in the transmission/reception of the signals/contents and MT does not warrant the truth or validity of the information contained in the Content.

18.4 The content is provided on an "as is" and as available basis without warranty of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

19.0 Notices and Instructions

19.1 MT shall publish all notices and/or instructions as regards the service on the Mauritius Telecom website at and/or on the My.T TV Portal.

19.2 The Subscriber is required to regularly consult the Mauritius Telecom website and/or My.T TV portal for instructions or any change in service.

19.3 MT shall not be liable for any disruption, loss and/or damage caused to or suffered by the Subscriber from a failure of the Subscriber to take cognisance of a notice or follow the My.T Service instructions.

19.4 The contents are subject to changes, replacement and/or interruption at any time at the exclusive discretion of MT.

19.5 MT is not owner and/or producer of the contents and has the right to commercialise the contents "as is" to its subscribers.

19.6 MT reserves the right to replace any channel during the contract period at its own discretion.

20.0 Term

20.1 The Service shall be provided with a Minimum Subscription Period of twelve (12) calendar months that will start as from the date of provision of the Service at the Subscriber's premises.

20.2 Unless notice is given in writing one month before the expiry date, the subscription shall be renewed automatically for a further period of twelve months.

20.3 In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Subscriber for any reason whatsoever or by MT as a consequence of any breach by the Subscriber of any of the obligations or duties of the Subscriber, then notwithstanding any provision to the contrary in the terms and conditions in this Contract, the Subscriber shall pay to MT the following:

20.3.1 The charges, fees and/or rentals up to the end of the Minimum Subscription Period or

20.3.2 The charges, fees and/or rentals due till the date the Service is terminated.

20.4 The term of this Contract shall commence as from the date the Service is provisioned at the Subscriber's premises and shall last till the end of the Minimum Subscription Period or till the date the service is terminated.

20.5 At the end of the Minimum Subscription Period, the subscription will be renewed automatically for a new minimum subscription period of 12 months. The Subscriber may terminate the contract in the subsequent year(s) of subscription at any time following 2 months' notice to MT.

21.0 Termination

21.1 The Subscriber may cancel any My.T Service order within seven (7) days after the My.T Service has been provisioned by MT. The Subscriber shall be liable to pay a cancellation charge of Rs 1000 for the said cancellation and any other charges for use of Service.

21.2 Termination shall be effective within fifteen working days from the date of receipt of Subscriber's request.

21.3 Notwithstanding Clause 20.1 hereof, the Service may be terminated forthwith by MT if:

21.3.1 The Subscriber is in material breach of any of the Terms and Conditions herein contained and/or the Terms and Conditions applicable to any telecommunication service subscribed by the Subscriber from MT and/or terms and conditions of any other agreement entered into between the Subscriber and MT or has provided any information which is incorrect or incomplete.

21.3.2 the Subscriber has used, attempted, or is likely to use the service and/or equipment in contravention of any law or to cause any annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever and to whomsoever or if it is not in the public interest.

21.3.3 a request for termination of the Service has been made to MT by the official renter of the telephone line.

21.4 MT may, without prejudice to any other rights or remedies of MT and notwithstanding any waiver or any waiver of any previous breach, suspend the service or all services in the event that any monies payable by the Subscriber for that service, any other service or under any other agreement(s) including any monies payable for any services provided by any other

party whereby MT derives a pecuniary or other benefit and/or acts as a billing and/or collecting agent for the same for such other party whether for reward or otherwise are in arrears or any amount shown in MT's bill is not settled in full or any deposit or any increase thereof required by MT is not furnished by the Subscriber.

21.5 Such suspension shall deem to terminate the Service as from the date of the suspension and the Subscriber shall be liable for all charges, fees and rentals incurred up to the end of the minimum period of subscription or date of termination of the Service.

21.6 Notwithstanding 22.4 and 22.5, upon subsequent payment by the Subscriber of such sums as demanded by MT, MT may if it deems feasible at its sole discretion and subject to such terms as it deems proper, reconnect service or services, as the case may be, in which event this agreement and/or the service thereby affected shall continue as if the same has not been terminated.

21.7 MT may terminate the agreement without notice if the subscriber:

21.7.1 violates any applicable laws, rules or regulations issued or promoted by any competent government authority, including without limitation any intellectual property laws or export control laws restricting the transfer of certain technical data and software across international borders or to foreign nationals;

21.7.2 violates or attempts to violate the security of any network, service or other system;

21.7.3 transmits any materials of a threatening nature, including threats of death or physical harm, harassment, libel, or defamation;

21.7.4 distributes offensive materials, including obscene, pornographic, indecent, and hateful materials;

21.7.5 for purposes of distributing "spam" or any other forms of mass unsolicited electronic communications; or

21.7.6 in a manner that interferes with any other user's ability to use the Service.

22.0 Force Majeure

22.1 If either party is unable to perform any obligation under this Contract because of a matter beyond that party's reasonable control or events beyond the

reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.

22.2 In the event of refusal or delay by a third party to supply a telecommunications service to MT or delay in the renewal of back to back agreements between MT and its suppliers and where there is no alternative service available at reasonable cost; or the imposition of restrictions of a legal or regulatory nature which prevent MT from supplying the Service then MT will have no liability to the Subscriber for failure to supply the Service.

23.0 Tariffs and Payment

23.1 The charges, fees and/or rentals for the Service and/or equipment, shall be at the prevailing rates, as may be amended by MT from time to time, and payable in advance or at such other time in accordance with MT's policy, schemes of service, or requirements. The charges, fees and/or rentals for the Service do not include paid VOD.

23.2 Excess volume over and above the Volume Allowance shall be charged at the rate defined in the application form

23.2 All outstanding MT telephone bills shall be paid in full before subscribing to the Service. The charges, fees and/or rentals of the Service and/or equipment shall commence from the date MT provisions the Service to the Subscriber.

23.3 The charges, fees and/or rentals for the Service, for the first month, shall be calculated on a pro rata basis depending on the number of days the Service has been provided in the first month.

23.4 Any technical assistance provided to the Subscriber upon request shall be invoiced over and above the service charges.

23.5 MT may alter the amount of the charges, fees and/or rentals for the service and/or equipment, at any time and shall notify the Subscriber in writing of any alteration (either increase or decrease) and such change shall take effect from the date specified in such notification which shall not be less than 30 days after sending such notice.

23.6 The monthly charges shall be billed on the telephone number as specified in the My.T Subscription Form.

23.7 In the event that MT's staff and/or authorised agents have been called upon to attend to a fault at the Subscriber's premises, MT reserves the right to invoice for the onsite assistance in the event the fault does not originate from MT's equipment or network.

24.0 Technical Assistance

- 24.1 For assistance on the use of the Service or specific feature on the Service, the Subscriber may reach Mauritius Telecom hotline service on 8902. Calls to 8902 are free when originating from MT fixed telephone lines.
- 24.2 MT shall use its best efforts to attend to any fault reporting within reasonable delay.

25.0 Disputes

- 25.1 MT shall endeavour to resolve all disputes quickly and satisfactorily.
- 25.2 All complaints shall be in writing and addressed to MT office.
- 25.3 Billing Disputes
- 25.3.1 All billing disputes should be notified within 3 months after the issue of the telephone bill.
- 25.3.2 The Subscriber shall be liable for and shall promptly pay on demand all charges, fees, rentals, costs or other amounts whatsoever as shown in MT's bill notwithstanding that the Subscriber disputes the same for any reason(s) whatsoever.
- 25.3.3 In the event that the amount stated in MT's bill or any part thereof remains unpaid after the due date MT reserves the right to charge interest on the sum that remains unpaid as aforesaid at the rate specified in MT's bill from the due date to date of full payment.
- 25.3.4 In the event that a dispute, if any, by the Subscriber is decided by MT in the Subscriber's favour, MT shall refund to the Subscriber any excess amount paid by the Subscriber free of interest.
- 25.4 Other Disputes MT shall use its best endeavours to resolve any other dispute within 30 days to the satisfaction of both parties.

26.0 Liabilities

- 26.1 The Subscriber to the Service is aware that the Service may provide permanent access to the Internet, that his computer may remain connected to the Internet once the computer is powered up and that, in such conditions, it is the Subscriber's responsibility to take all necessary and appropriate measures so as to protect his data and/or software from, among other things, computer viruses on the

Internet or the intrusion of a third party on his computer for whatever reasons since the Internet is not a secured network.

- 26.2 MT shall in no circumstances be liable for any damage caused to Subscriber's equipment/hardware/or other property as a result of lightning, power failure, power surge, cyclone or any act of God, or any cause outside the reasonable control of MT.
- 26.3 MT makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/ or arising out of the Software used by the Subscriber to access the Services. In no event will MT be liable to the Subscriber for any damages whatsoever, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the Subscriber's use or liability to use the Software, even if MT or any of its authorised representatives has been advised of the possibility of such damages, or for any claim by any other party whomsoever.
- 26.4 MT has no control over the information transmitted to or from the Service and MT does not ordinarily examine the use to which Subscriber puts the Service or the nature of the information he is sending or receiving. MT hereby excludes all liability of any kind for the transmission or reception of information of whatever nature.
- 26.5 MT shall not be liable whatsoever for any loss of data howsoever caused including without limitations, non-deliveries, misuses, mis-deliveries as a result of any interruption, suspension, or for the contents, accuracy or quality of information or resources available, received or transmitted through the Service.
- 26.6 MT shall not be liable for the quality of audiovisual material which may be defective due to circumstances beyond its control including but not limited to source of origin, third party service, poor weather conditions and/or deteriorating telephone line conditions, nor shall MT be liable for the delay/unavailability of audiovisual material as detailed in the Electronic Guide list at a given point in time.
- 26.7 MT shall not in any circumstances be liable under this Contract or otherwise for any direct or indirect loss, loss of business, revenue, profits or savings; wasted expenditure; corruption or destruction of data; or for any indirect or consequential loss whatever whether arising from negligence, breach of contract or otherwise.
- 26.8 MT shall not be liable for any loss whether direct or indirect or consequential resulting from the

Subscriber's inability to use the service or the Subscriber's use of the Service.

- 26.9 In no event shall MT or its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors or the like, be liable for any indirect, incidental, special or consequential damages, or loss of profits, revenue, data or use, by the Subscriber or any third party, whether in an action in contract or tort or strict liability or other legal theory, even if MT has been advised of the possibility of such damages.
- 26.10 In no event will MT's liability for any damages, losses and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual amount paid by the Subscriber for the Service which gave rise to such damages, losses or causes of actions during the 1-month period prior to the date the damage or loss occurred or the cause of action arose.
- 26.11 MT shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information the Subscriber's account and particulars. Neither shall MT be liable for any error, omission, nor inaccuracy with respect to any information disclosed.
- 26.12 MT shall exercise the reasonable skill and care of a competent public telecommunications service provider in providing the Service. MT shall, in no event, be responsible or liable to Customers for degradation in quality of service or unavailability of Service resulting from faults, acts or omissions occurring on networks outside its control.

27.0 Variation

MT reserves the right to amend the Terms and conditions herein contained at any time and/or from time to time and the Subscriber shall be bound by the Terms and conditions so amended. Notice of the amendment may be given by MT to the Subscriber as at Clause 18.0.

28.0 Severability

If any provision of this Contract shall be unlawful, void, or for any reason, unenforceable, it shall be deemed severable, and shall in no way affect the validity or enforceability of the remaining provisions of this Contract, which shall remain valid and enforceable according to its terms.

29.0 Data Protection

- 29.1 By having My.T service installed, the Subscriber is giving his consent to the following:

29.1.1 From time to time, MT may contact the Subscriber by mail, telephone, email, short message service or other electronic messaging services with information about other MT products and services.

29.1.2 From time to time, MT may share the Subscriber's information outside MT Group for marketing and promotional purposes. MT will not disclose the Subscriber's email address and telephone number to third parties without the prior explicit consent of the Subscriber.

- 29.2 If the Subscriber does not wish to receive information from MT or any other third party in partnership with MT, the Subscriber must inform MT in writing addressed to MT Head Office.

My.T Dual Room

30.0 Provision of Service

- 30.1 My.T Dual Room is a service from MT which allows the Customer to watch My.T in another room, at the same time and same home.
- 30.2.1 My.T Dual Room is applicable to fibre Customers only.
- 30.3 The minimum period for My.T Dual Room subscription is 12 months.

31.0 Description of Service

- 31.1 The Service can be supplied through either
 - 31.1.1 Wired Connection; or
 - 31.1.2 Wireless Connection (wireless connection will be available via My.T Powerline if it is connected on the same electricity meter)

32.0 Using the service

- 32.1 The service is intended for home use only. Any content provided as part of the service and any recordings of such content should only be viewed in the private household or dwelling to which the service is registered. Customer must not:
 - 32.1.1 display any content in retail, business or commercial premises or for any business or commercial purpose; or
 - 32.1.2 show any Channels or any additional TV service to the public or
 - 32.1.3 use this “Dual room” service to extend the My.T service to other tenants/households in the same building where service is being implemented or any other neighbouring buildings.

33.0 Charges

- 33.1 The Customer agrees to pay all charges for the Service to MT. The Charges will include the following:
 - 33.1.1 Service rental

The Service rental refers to the monthly fixed charge payable by the Customer.
 - 33.1.2 Installation fee

The Installation fee includes fee payable for technical works carried prior to the release of the Service.
- 33.2 The installation fee and the monthly service rental will be charged on the Customer telephone bill at the end of each month.

- 33.3 The charges may be changed from time to time.

34.0 End or suspension

- 34.1 MT may suspend access to any content, or end the service if:
 - 34.1.1 Customer fails to pay for the service or pay using a method other than that which MT have agreed with Customer; or
 - 34.1.2 Customer uses this “Dual room” service to extend the My.T service to other tenants/households in the same building where service is being implemented or any other neighbouring buildings.
 - 34.1.3 MT reasonably believes that Customer is using the service in a way that does not comply with these TV service terms.
- 34.2 If MT ends this Agreement for any of these reasons during the minimum period, Customer will have to pay the charges detailed in MyT terms and conditions.

and he does not receive a verification code, MT shall not be liable.

37.2 To subscribe to the TV pack, the subscriber shall:

37.2.1 Be at least 18 years old,

37.2.2 Be connected to the internet

37.3 Upon request from MT, the subscriber shall provide to MT with proof of identity.

38.0 Service Availability

The subscriber agrees to pay a monthly rental in his MT bill upon successful subscription to a TV pack online. The pricing will vary and depend on the TV pack chosen. Details on the prices may be found on my.t website: www.myt.mu.

Online Subscription to TV Pack

35.0 Terms

A contract of 1 year is applicable upon subscription to the TV pack. If the subscriber cancels before 12 months, a penalty fee is applicable.

36.0 Service Description

To subscribe to the TV pack, the subscriber shall access www.myt.mu and shall submit his request online.

37.0 Access to a TV pack via Online Subscription

37.1 The subscriber shall be solely responsible for providing correct personal data such as his own valid mobile phone number. In the event, the subscriber wrongly entered his phone number or any other data

