

Business Boost & Superfast Business Broadband Terms & Conditions

1.0 Object

The present document defines the terms and conditions under which Mauritius Telecom (MT) provides the Service to the Subscriber and under which the Subscriber accesses and uses the Service.

2.0 Definition of Terms

Access Medium: the medium whether on copper, fibre or any alternate technology as determined by MT depending upon availability to provide the Service.

CPE/Equipment: means customer premises equipment and may comprise of ONT, modem, router or IPTV decoder provided by MT 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.

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

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.

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.

Minimum Subscription Period: means any period as 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.

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 the Service.

Service: shall mean the provisioning by MT to the Customer to the Internet through the Access Medium.

Subscriber: means the person so named on the 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 name, that appropriate authorisation has been obtained from the renter of the said MT telephone line for use as billing telephone number.

Subscription Form: the duly filled and submitted Subscription Form by the Subscriber, which is an integral part of this contract.

User: user shall mean any person using the Service with the Subscriber's authorisation.

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.

Wi-Fi: Wi-Fi is an acronym for Wireless Fidelity allowing wireless access to Internet.

3.0 Service Description

- 3.1 The Service allows the Subscriber to access the Internet through the Access Medium provided by MT.
- 3.2 Quoted speeds for the Service refer to maximum available download bandwidth.

4.0 Service Provision

- 4.1 The Subscription Form shall be duly signed and submitted by the Subscriber before the Service is made available or else a written confirmation for subscription to the Service shall be sent by the Subscriber. The Customer can also subscribe to the Service on MT website or by calling MT's hotline.
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 Occasionally MT may for operational reasons, including but not limited to repair, maintenance or improvement of the Service 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.
- 4.6 The subscriber consents and agrees to receive electronic invoices for the subscribed Service.

5.0 Service Availability

- 5.1 The Subscriber acknowledges and agrees that service availability is subject to availability of resources including, without limitation, availability of a suitable network infrastructure, network coverage at the time the Service is requested or delivered.

- 5.2 If an intnet.mu/myt.mu 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.
- 5.3 The Services require power to operate. During a power failure the Customer will not be able to use the Services.

6.0 MT'S Equipment

- 6.1 MT will provide the Subscriber with a suitable CPE/Equipment to access the Service.
- 6.2 The Equipment shall remain the property of MT.
- 6.3 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.

7.0 Equipment Warranty

- 7.1 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.
- 7.2 The warranty period will commence from the date of dispatch from our premises to the Subscriber.
- 7.3 The warranty period will not restart if a replacement unit is issued.
- 7.4 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.

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

8.0 Installation and Cabling

- 8.1 To enable us to provide the Service, certain Equipment may need to be installed at the Subscriber's Premise. Before accepting your Subscription Form, we may give you some advice or any necessary preparation.
- 8.2 The Subscriber shall be responsible to provide enough main socket outlets at the Subscriber's Premise to provide a power supply for any Equipment which may form part of the Service.
- 8.3 Where the Subscriber is not the owner of the 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 Premises.

9.0 Relocation of Service

- 9.1 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 Access Medium for provision of the Service.
- 9.2 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 relocation notwithstanding disruption in all or any of the individual Services.
- 9.3 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

10.0 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.

11.0 Data Usage Guidelines

Because of MT's commitment to provide the best possible service at all times to all its Subscribers, a Fair Usage Policy (FUP) is applicable on the Service. The application of the 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 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 Subscribers.

12.0 Subscribers' Obligations

- 12.1 The Subscriber shall at all times 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.
- 12.2 The Subscriber shall, when accessing any other network through the Service, comply with the rules appropriate for such other network.
- 12.3 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.
- 12.4 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.
- 12.5 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 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: Service provision outside of the Subscriber's premises, resale of bandwidth, Internet connectivity, except as expressly authorized by MT in writing.
- 12.11 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.
- 12.12 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.
- 12.13 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.
- 12.14 For any subscription to the 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.
- 12.15 The Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service.
- 12.16 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.
- 12.17 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.
- 12.18 The Subscriber shall, at all times, ensure that his personal equipment is compatible with the Service.
- 12.19 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 Service.
- 12.20 Connection and usage of any CPE shall be in strict compliance with applicable instructions, safety and security procedures as communicated by MT.
- 12.21 The Subscriber shall, at all times, use MT CPE equipment to access the Service. The subscriber shall be fully liable for any damage or loss in the event other CPE equipment is being used.
- 12.22 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.
- 12.23 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.
- 12.24 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).

12.25 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 MT's website.

12.26 The Subscriber agrees that his 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.

13.0 MT Rights and Obligations

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

14.0 Quality of Service

14.1 MT shall use its best endeavours to maintain an acceptable level of service.

14.2 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.

14.3 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.

14.4 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.

14.5 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.

14.6 MT reserves the right to charge the Subscriber for any intervention caused by a misuse of the Service by the Subscriber.

15.0 Traffic Policy

15.1 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.

15.2 The Service is a best effort service 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.

15.3 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.

15.4 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.

16.0 Notices and Instructions

- 16.1 MT shall publish all notices and/or instructions as regards to the service on the Mauritius Telecom website.
- 16.2 The Subscriber is required to regularly consult the Mauritius Telecom website for instructions or any change in service.
- 16.3 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 Service instructions.
- 16.4 The contents are subject to changes, replacement and/or interruption at any time at the exclusive discretion of MT.
- 16.5 MT is not owner and/or producer of the contents and has the right to commercialise the contents "as is" to its subscribers.
- 16.6 MT reserves the right to replace any TV channel during the contract period at its own discretion.

17.0 Term

- 17.1 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.
- 17.2 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.
- 17.3 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:
- 17.3.1 The charges, fees and/or rentals up to the end of the Minimum Subscription Period or
- 17.3.2 The charges, fees and/or rentals due till the date the Service is terminated.
- 17.4 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.
- 17.5 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.

18.0 Termination

- 18.1 The Subscriber may cancel the Service order within seven (7) days after the Service has been provisioned by MT. The Subscriber shall be liable to pay a cancellation charge of Rs 1,000 for the said cancellation and any other charges for use of Service.
- 18.2 Termination shall be effective within fifteen working days from the date of receipt of Subscriber's request.
- 18.3 Notwithstanding Clause 18.1 hereof, the Service may be terminated forthwith by MT if:
- 18.3.1 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.
- 18.3.2 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.
- 18.3.3 a request for termination of the Service has been made to MT by the official renter of the telephone line.
- 18.4 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.

18.5 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.

18.6 Notwithstanding 18.4 and 18.5, 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.

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

18.7.1 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;

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

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

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

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

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

19.0 Force Majeure

19.1 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.

19.2 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.

20.0 Tariffs and Payment

20.1 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.

20.2 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.

20.3 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.

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

20.5 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.

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

21.0 Technical Assistance

21.1 For assistance on the use of the Service or specific feature on the Service, the Subscriber may reach Mauritius Telecom hotline service on 8919 or 8901. Calls to 8919/8901 are free when originating from MT fixed telephone lines.

21.2 MT shall use its best efforts to attend to any fault reporting within reasonable delay.

22.0 Disputes

22.1 MT shall endeavour to resolve all disputes quickly and satisfactorily.

22.2 All complaints shall be in writing and addressed to MT office.

- 22.3 Billing Disputes
- 22.3.1 All billing disputes should be notified within 3 months after the issue of the telephone bill.
- 22.3.2 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.
- 22.3.3 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.
- 22.3.4 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.
- 22.4 MT shall use its best endeavours to resolve any other dispute within 30 days to the satisfaction of both parties.
- 23.0 Liabilities**
- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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.
- 23.8 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.
- 23.9 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.
- 23.10 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.

- 23.11 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.
- 23.12 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.

24.0 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 16.0.

25.0 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.

26.0 Data Protection

- 26.1 By having the service installed, the Subscriber is giving his consent to the following:
- 26.1.1 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.
- 26.1.2 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.
- 26.2 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.

27.0 Domain Name

- 27.1 MT will act on behalf of the Subscriber to registering the domain name with the registrar. Where domain name is included in the package, MT will register and will maintain the registration of the domain name free of charge for a period of one (1) year. After the period of one (1) year, the Customer shall be fully responsible for maintaining the registration of the domain name. MT will act as an intermediary for renewal of the domain name on behalf of the Customer.
- 27.2 The Subscriber shall always contact its registrar with regards to any request, information and/or amendments about its domain name.
- 27.3 MT will provide technical operation of the name servers for the intnet.mu and myt.mu domain names.
- 27.4 MT will make entries in the appropriate zone file to delegate domain name in accordance with good industry practice.
- 27.5 The Subscriber shall not infringe the intellectual property rights of any third party in any way whatsoever by registering and/or using its domain name.
- 27.6 The Subscriber shall not use the domain name for any unlawful and/or criminal purpose.
- 27.7 A domain name is not an item of property and has no 'owner'. As a result, MT owns and keeps all copyright and database rights in the register.

28.0 Miscellaneous Provisions

- 28.1 The Subscriber will be provided with a mobile broadband device and everlasting prepaid my.t mobile SIM for offer above 50Mbps. The Subscriber shall also comply with the General Terms and Conditions which are applicable for my.t mobile Prepaid SIM card. The General Terms and Conditions of the my.t mobile Prepaid SIM is attached to this terms and conditions for Business Boost & Superfast Business Broadband.
- The mobile broadband device is covered by a six (6) months warranty period.

29.0 Microsoft Services

- 29.1 See <https://www.microsoft.com/online/legal/v2/?doc=13&langid=en-us>

- 29.2 Add-on:
- 29.2.1 For any add-on of any of the Microsoft related products by the Subscriber, MT reserves the right to adjust its pricing in response to currency fluctuations, including but not limited to, currency conversion rate changes, conversion fee changes, and/or discount rate changes.

30.0 TV

- 30.1 TV Channels: TV Channels means the TV channels included in the Service which can be accessed freely or against payment.
- 30.2 Premium Bouquet: A specific number of channels in a bouquet available upon subscription and payment of relevant fees and charges.
- 30.3 The Subscriber shall observe all restrictions on distribution or exhibition of any of the Channels in the Service that are set out in this Agreement or otherwise notified to the Subscriber by MT from time to time. This shall include, but is not limited to, restrictions on the:
- 30.3.1 viewing of Channels or particular programmes by the public;
- 30.3.2 viewing of Channels or particular programmes in any type of room or area of the Premises; and
- 30.3.3 use of the any functionality to record and play back Channels as may be notified to the Subscriber from time to time.
- 30.4 MT will provide an identification code and an adult code (numerical) to allow the Subscriber to access the service.
- 30.5 The Subscriber shall use the CPE provided by MT to access the Service on the TV set.
- 30.6 The subscriber agrees that he is solely responsible for the management of his TV credit account. MT manages the subscriber's account via his Identification Code.
- 30.7 MT reserves the right to add, change or withdraw TV channels in the Core bouquet at any time at MT's discretion.
- 30.8 MT may amend, remove or impose restrictions on the viewing of any Channels or particular programmes including but not limited to restrictions on any recording, playing back, or viewing in any areas of the Premises

from time to time by notifying the Subscriber.

- 30.9 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.

General Terms & Conditions for my.t mobile Prepay SIM

1.0 DEFINITIONS

Use of the my.t mobile SIM is subject to the following terms and conditions and any amendment thereof as may be introduced from time to time. You should not use the my.t mobile SIM until you have read the terms and conditions. By using the my.t mobile SIM, you agree to be bound by these terms and conditions.

In these Terms and Conditions, the following words will have the following meaning unless the context otherwise requires:

Cellplus means Cellplus Mobile Communications Ltd.

Force Majeure means an event or circumstance beyond the direct control of Cellplus. Force Majeure events shall include, but not be limited to, acts of God, fire, floods, cyclones, earthquakes, epidemics, strikes, lockouts, riots, effects of war, civil commotion, political unrest, and governmental acts, proclamations and regulations (including export and import control regulations and foreign exchange regulations).

Customer means the legal entity with which Cellplus agrees to provide the Service.

my.t mobile means a registered trade mark utilised by Cellplus and Mauritius Telecom.

my.t mobile prepay means a prepay account associated with my.t mobile SIM which you can recharge using a scratch card, E-voucher or through an ATM or SMS.

Regulatory Authority means the Information and Communication Technologies Authority or any such Authority regulating the Service.

Service means telecommunications service and/or other services as Cellplus may choose to make available via the System from time to time, including voice, data, Internet, and content.

System means the Telecommunications systems as made available by Cellplus.

SIM means Subscriber Identity Module. my.t mobile SIM means the SIM attributed by Cellplus to the Customer to access its mobile network services.

Value Added Services means any additional features and services which Cellplus may offer on the Service other than the basic services offered by Cellplus.

Validity Period Validity period in relation to my.t mobile Prepay shall be the maximum time period, after activation of the my.t mobile prepay, during which the Customer will be allowed to access the Service or Value-Added Services as may be provided by Cellplus from time to time.

ICT Information Communication and Technology Act.

ICTA Information and Communication Technology Authority.

2.0 SCOPE

The my.t mobile SIM contains the mobile number attributed by Cellplus Mobile Communications Ltd to the Customer. The Customer shall have to purchase a my.t mobile Prepay to enable him to access the Services or Value-Added Services offered by Cellplus.

3.0 ACCESS TO THE SERVICE

3.1 According to Telecommunication Order 3 of 2006 issued by the ICT Authority, every Customer of a my.t mobile SIM shall have to register with my.t mobile before using the service. The Customer shall have to provide a copy of his identity card or his passport number before activation of Service.

3.2 The Customer shall be required to activate the my.t mobile SIM by calling 124 within three (3) months from the date of purchase. Failure to do so may result in disconnection of the mobile number which may be reallocated to any other Subscriber.

3.3 Customer may check his credit by dialling *122# or 126.

3.4 No printed bill will be issued to the Customer, except upon Courts' order.

3.5 my.t mobile prepay service is not offered with any billing and call record services.

4.0 VALIDITY PERIOD

4.1 The my.t mobile Prepay shall be available in different denominations and shall be valid for different time periods as stated therein.

4.2 The my.t mobile Prepay shall remain valid for use on the Cellplus network within a specific validity period or until the total value is fully utilized, whichever occurs first. After this time period, you can only receive calls. It is recommended that you recharge your account as soon as possible to avoid deactivation.

4.3 If you do not recharge your account within 60 days after depletion of your credit or when the validity of your credit has expired, Cellplus reserves the right to disconnect your mobile number. Cellplus is not bound to give any further notice to the Customer and may re-assign the deactivated number to any Customer.

4.4 If the Customer requires reconnection following disconnection, a reconnection fee may be payable and a different number may be assigned at the discretion of Cellplus. Any unused credit will be lost when mobile number is reconnected.

4.5 PREPAY PREMIUM:

If you do not recharge your account within 10 years after depletion of your credit or when the validity of your credit has expired, Cellplus reserves the right to disconnect your mobile number.

5.0 RESPONSIBILITIES OF CELLPLUS

5.1 Cellplus shall exercise the reasonable skill and care of a competent public telecommunications service and/or network provider in providing the Services to the Customer.

5.2 Cellplus shall in no circumstances be liable to the Customer to the extent that the service is disrupted, degraded, and/or unavailable.

5.3 Cellplus reserves the right to disclose any information on the Customer and the details of the Service provided to the relevant authorities.

- 5.4 Cellplus is registered as a Data Controller with the Data Protection Office of Mauritius under the Data Protection Act 2004.
- 5.5 Cellplus reserves the right to display interactive messages on the user's terminal in order to provide more information and/or facilitate access to its value-added services.

6.0 RESPONSIBILITIES OF CUSTOMER

- 6.1 The Customer will be responsible for using his mobile, including use by third parties, in compliance with all legal and contractual provisions.
- 6.2 The Customer will be liable for any improper use, defamation, offences caused or may be caused from the use of the mobile number or any third party to whom the mobile numbers have been allocated.
- 6.3 The Customer will be required to register with my.t mobile as per the Information Communication and Telecommunication Acts' directives.
- 6.4 You have the right to request Cellplus to stop sending you any advertising and marketing materials on products and services of Cellplus.

7.0 CHARGES

The Customer agrees to Cellplus deducting any fee or charges which may occur in the provision of the Service, as well as the charges for calls in accordance with the tariff charged for the Service/Value-Added Service.

8.0 AMENDMENT

Cellplus reserves the right to vary the terms and conditions and provisions under which Service is offered, including, but not limited to variation of any or all of its charges/tariffs and charging mechanisms for the Service/ValueAdded Services, by giving reasonable prior notice wherever possible to the Subscriber.

9.0 LIMITATION OF LIABILITY

- 9.1 Cellplus shall not incur any liability by reason of the suspension or the termination of the Service.

- 9.2 Cellplus takes no responsibility for the theft, loss or damage of any my.t mobile SIM or my.t mobile Prepay. In the event that the my.t mobile SIM is lost, the Customer shall report the Police and shall notify Cellplus IMMEDIATELY for disconnection.

- 9.3 Cellplus shall not be liable for any loss or damage which may be occasioned through any interruption or loss of the Service from any cause whatsoever, including, but not limited to, lack of coverage.

- 9.4 Cellplus shall not be liable for damage resulting from unlawful use of its services or use of its services in violation of this Agreement. Cellplus shall not be held responsible if services are temporarily disrupted, restricted in whole or in part or unavailable as a result of force majeure, specifically major natural disasters (avalanches, floods, etc.), war, strike, unforeseeable government restrictions, loss of power, viruses, or force majeure etc.

- 9.5 Cellplus does not make any warranty on the availability or complete array of services provided by Cellplus to the Customer.

10.0 TERMINATION

- 10.1 Cellplus reserves the right to summarily and at any time suspend or terminate the Service with the Customer without having to give to the Customer any reasons whatsoever thereof.

- 10.2 Cellplus reserves the right to disconnect or refuse Service to a Customer if my.t mobile is of opinion that the customer is in breach of any representation, warranty or obligation under this Agreement and has not remedied such breach.

- 10.3 Cellplus may at any time and from time to time modify or discontinue, temporary or permanently, the Service (or any part thereof) with or without notice if Cellplus considers such modification, discontinuation desirable, in which event, Cellplus shall not be liable for any loss or inconvenience to the Customer or to any third party.

11.0 USE OF CUSTOMER INFORMATION DATA

11.1 Subject to clause 11.3 below, the Customer hereby consent Cellplus to use the data provided by the Customer and other related information in order to improve on the Service provided and for marketing purposes.

11.2 Cellplus shall take appropriate measures to prevent unauthorised access to the data/info so provided in accordance with legislations in Mauritius.

11.3 The customer may at any time opt out of my.t mobile database by notice in writing.