



## Outdoor Intervention Terms and Conditions

Please read these Terms & Conditions, as they set out our and your legal rights and obligation that govern the technical support provided by my.t Care technicians (the "Service") offered by Mauritius Telecom Ltd ("MT", "We", "Our", "Us"). The Service includes a technical intervention to provide eligible customers with technical assistance.

By using the Service, customers acknowledge that they have read, understood, and agreed to be bound by these Terms & Conditions, in addition to the general terms and conditions of the applicable broadband offers, which form an integral part of their agreement with MT.

### 1. Eligibility

The Service is available to MT customers who are not blacklisted by MT.

### 2. Installation and Access Requirements

- 2.1. The installation and technical intervention will be carried out by MT's authorised qualified personnel.
- 2.2. The customer shall provide necessary access and assistance to facilitate the intervention and must obtain any required permissions or consent from the property owner.
- 2.3. The customer agrees to install any required applications and provide necessary cooperation during the setup process.
- 2.4. Access to electricity services will be provided by the customer at no additional cost to MT.
- 2.5. MT shall be free from any liabilities (including structural or accidental) when using machinery, except for accidents caused by its improper use.
- 2.6. MT cannot be held responsible for any cracks or defects which may appear from our intervention due to an existing defect in the wall or partitioning system, unless it is caused by carelessness by our authorised employees.

### 3. Service Charges

- 3.1. A service fee may apply for the technical intervention, depending on the type of service requested. Customers will be informed of applicable charges before the service is provided.
- 3.2. The service fee will be charged to the billing number provided by the customer. The customer is responsible for ensuring the accuracy of the billing details.
- 3.3. MT reserves the right to adjust service fees and will communicate any changes to the customer prior to service provision.
- 3.4. MT reserves the right to charge additional fees for installations requiring extra work, materials, or permissions, subject to prior agreement with the customer.

### 4. Coverage and Service Quality (Wi-Fi Extenders/Wi-Fi Mesh)

4.1. The Service is designed to enhance Wi-Fi coverage within a single residential home. MT does not guarantee full coverage in all areas of the home or in separate buildings/structures within the customer's premises.

MT's technician will advise on the optimal placement of Wi-Fi Extenders and Wi-Fi Mesh devices based on their technical assessment. However, the final decision on placement rests with the customer. MT does not guarantee that the chosen placement will result in full or optimal coverage.

- 4.2. Wi-Fi performance is provided on a best-effort basis, as various external factors such as building materials, interference from electronic devices, and environmental conditions can affect signal strength.
- 4.3. MT does not guarantee uninterrupted, error-free, or optimal Wi-Fi performance. The actual Wi-Fi coverage and signal strength may vary depending on multiple factors, including the number of devices in use, physical obstructions, and environmental conditions.
- 4.4. If the customer experiences coverage issues, additional devices or alternative solutions may be required, which may incur extra charges.
- 4.5. The Service may require the use of a mobile application for optimal setup and performance. MT is not responsible for service quality issues resulting from incorrect placement, customer misconfiguration, or failure to use the app correctly.

### 5. Devices and Compatibility

- 5.1. Only MT-approved routers and devices will be used for the Service.
- 5.2. The customer is responsible for ensuring their personal equipment is compatible with the Service.
- 5.3. MT is not liable for any issues caused by non-approved third-party hardware.
- 5.4. The customer must download, install, and use any mobile application specified by MT to manage and configure Wi-Fi Mesh devices.

### 6. Customer Responsibilities

- 6.1. If the customer is not the property owner, they must obtain approval for installation and indemnify MT against any claims related to work carried out at the premises.
- 6.2. The customer is responsible for ensuring their personal equipment is compatible with the Service.
- 6.3. The customer must be physically present at the premises during the entire technical intervention. MT shall not be held liable for any loss or damage if the customer is absent.
- 6.4. The customer shall indemnify MT against any claims related to the work carried out on the premises.

### 7. Technical Assistance and Fault Reports

7.1. MT will make every effort to attend to fault reports within a reasonable timeframe, but resolution times may vary.

### 8. Disclaimer

- 8.1. The Company shall under no circumstances be liable for any loss of profit or any damages whether direct or indirect, consequential or otherwise, sustained by the Customer arising from any cause whatsoever, including any damages arising as a result of the negligence of the Company, its representatives, agents or permitted assigns.
- 8.2. The Company shall under no circumstances whatsoever at any time be liable for any damages or loss howsoever arising, or for any claims for consequential loss or damage which may be sustained by the Customer, or for any claims whatsoever made by another person in connection with any contract between the Company and the Customer for the sale of goods, and the Customer hereby further indemnifies the Company against all such claims.

### 9. Liability

- 9.1. The Customer agrees to hold harmless the Company from all damages including but not limited to delay damages, whatsoever resulting from a delay in supplying goods, or for their non-availability or non-supply, and any dates agreed or arranged for delivery or performance are to be regarded as estimated only.
- 9.2. Mauritius Telecom shall not be liable for any indirect, incidental, or consequential damages arising from the use of the product.
- 9.3. MT shall not be liable for and accept no responsibility for unavoidably damage caused, or any unforeseeable loss you may suffer as a result to the works carried out, nor shall we be liable for any loss of nature which is not caused by our negligence or our breach of the terms of the agreement between us.
- 9.4. Customers are advised to read the product manual and usage guidelines before using the product.

### 10. Miscellaneous

- 10.1. These Terms & Conditions shall be governed by and interpreted in accordance with the laws of Mauritius.
- 10.2. MT will endeavour to provide the Service within the indicated timeframe, but all dates are estimates. MT is not liable for any delays.
- 10.3. MT reserves the right to amend, modify, or update these Terms & Conditions at any time.

### 11. Data Privacy

Customer information collected during the purchase process shall be used in accordance with Mauritius Telecom's privacy policy.

### 12. Amendments

The Agreement may be amended, modified, varied, or supplemented at the discretion of Mauritius Telecom Ltd.

### 13. Governing Law

- 13.1. These Terms and Conditions are governed by the laws of the Republic of Mauritius.
- 13.2. This Agreement shall be governed by laws of Mauritius and shall be subject to the exclusive jurisdiction of the Mauritian Courts.