



RESIDENTIAL SUBSCRIBER SERVICE AGREEMENT My.T TERMS AND CONDITIONS

1. 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. DEFINITION OF TERMS

Access Codes

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

Adult Code

Adult code means any set of numbers assigned to the Subscriber to manage his accounts and to access the My.T Watch services.

Identification Code

Identification code means the set of numbers allocated to the Subscriber by MT to access the My.T Watch services.

Login Name

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 My.T Services.

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 My.T services.

Commencement Date

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

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.

CPE

CPE mean 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 and any other equipment to access and use the Service.

Data usage

Data usage means the actual amount of data that the Subscriber has transferred over the Internet while using My.T Surf.

Exchange Zone

Exchange Zone is a zone around any exchange of Mauritius Telecom within which the My.T 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 Customers.

Internet

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

IP Network

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.

Minimum Subscription Period

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.

My.T Subscription Form

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

My.T Surf

Service comprising of access to Broadband Internet and/or any value-added Internet service from the Subscriber's PC/Laptop/PDA or any other device within a selected option proposed in the My.T Surf Package as specified on the My.T Subscription Form.

My.T Talk

Service that enables the Subscriber to make international calls from his conventional telephone set at My.T Talk rates for specific destinations. List of destinations and the respective rates are available on My.T website.

My.T Watch

Service enabling the Subscriber to access video content on demand, Interactive TV Services, TV-mail services and/or free TV channels including TNT from the Subscriber's TV set.

Premium Bouquet

A specific number of channels in a bouquet available upon subscription and payment of relevant fees and charges.

Service

Service shall mean the My.T Service consisting of the package of services selected from the My.T Subscription Form. 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.

Set Top Box

The term describes a decoder/receiver data/video device provided to the Subscriber during the subscription period.

Subscriber

Subscriber means the person so named on the My.T Subscription Form. 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.

TNT channels

TNT channels mean Digital Video Broadcasting-Terrestrial (DVB-T) that can be received through a conventional antenna (or aerial). TNT channels are broadcasted by MBC (Mauritius Broadcasting Corporation).

TV Channels

TV Channels means the TV channels included in the My.T Watch which can be accessed freely or against payment.

User

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

Wi-Fi

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

3. SERVICE DESCRIPTION

- 3.1 My.T Service is a service that may comprise without limitation of the following services and any value-added features as outlined on My.T website, namely: -
 - My.T Talk
 - My.T Surf
 - My.T Watch
- 3.2 MT will provide the Subscriber with the suitable CPE to access the Service.
- 3.3 MT will provide assistance for installation of the Service at the Subscriber's premises as specified on the website.
- 3.4 These services may be amended from time to time by MT with notice to the Subscriber as specified on My.T website.
- 3.5 My.T Talk:
 - 3.5.1 Calls shall from the telephone line specified by the Subscriber to destinations specified on the My.T website at the time of the call. Calls shall originate only from the telephone line specified by the Subscriber in his My.T Subscription Form for the Service.
 - 3.5.2 Calls to the listed destinations are billed on a per second basis after the first minute and charged as per the rate specified on My.T website. Such calls are identified by the letter 'c' on the Subscriber's MT telephone bill.
 - 3.5.3 Calls to destinations outside the list on the My.T website are billed at prevailing IDD rate.
- 3.6 My.T Surf:
 - 3.6.1 The Subscriber will access the My.T Surf services through the Livebox or the multi-VC modem via his telephone line connected to the IP Network.
 - 3.6.2 A login and personal password will be given to the Subscriber by MT to access the My.T Services (including My.T Surf) via the Livebox, or the multi-VC modem.
 - 3.6.3 The Livebox has Wi-Fi capabilities that have a limited coverage area. The Subscriber hereby acknowledges and agrees that MT does not guarantee a total coverage of Wi-Fi inside the Subscriber's premises.
 - 3.6.4 Data Usage Guidelines
 - My.T Surf Services are intended for normal recreational or

educational use by our customers. Because of MT's commitment to provide the best possible service at all times to all its My.T customers, a Fair Usage Policy is applicable on all My.T Surf services. The application of the Fair Usage Policy (FUP) ensures that customers act reasonably when using the service and hence that an acceptable standard of service in terms of download speeds, will be provided across all My.T Surf 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 customers.

During any period of reduction or suspension of My.T Surf Service, the customer shall still benefit fully from My.T Watch and My.T Talk Services at the specified monthly charge.

3.7 My.T Watch Service

- 3.7.1 MT will provide an identification code and an adult code (numerical) to allow the Subscriber to access the service.
- 3.7.2 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 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 24 hours. MT reserves the right to amend or VARY the VOD conditions. Terms and conditions are available in the My.T catalogue.
- 3.7.3 The Subscriber shall use the CPE provided by MT to access the Service on the TV set.
- 3.7.4 The Subscriber shall not connect MT's Set Top Box to more than one TV set.
- 3.7.5 The subscriber agrees that he is solely responsible for the management of his My.T Watch credit account and of 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 of this password remaining unchanged.
- 3.7.6 Video content is classified according to age groups. These levels are clearly identified by their respective warning symbols on the TV screen.
- 3.7.7 To filter video content, a Subscriber shall set filtering levels by "genre" in the restricted mode.
- 3.7.8 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.

3.7.9 DVB-T SERVICE

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.

4. ACCESS TO MY.T SERVICE

- 4.1 Any connection to the service is subject to:
 - 4.1.1 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.
 - 4.1.2 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.
 - 4.1.3 Provision of the complete My.T bundle is subject to the fulfilment 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 Watch is technically feasible.
- 4.2 MT shall allocate IP addresses for use in connection with the Service and retains all rights associated with the provided IP addresses.
- 4.3 Use of access codes
 - 4.3.1 Access codes will be assigned by MT to the Subscriber to access the Service through the Subscriber's MT telephone line.
 - 4.3.2 Access to the Service is possible only after activation of the access codes provided by MT.
 - 4.3.3 The Subscriber may at any time alter online and at his discretion, the Adult Code and Password assigned to him for privacy protection.
 - 4.3.4 The Subscriber is responsible for the protection of the secrecy of the Access Codes 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.
 - 4.3.5 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.
 - 4.3.6 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.
 - 4.3.7 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.
 - 4.3.8 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.
 - 4.3.9 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.

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

5. SERVICE PROVISION

- 5.1 The My.T Subscription Form shall be duly signed and submitted by the Subscriber before the Service is made available.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 Occasionally MT may for operational reasons, including but not limited to repair, maintenance or improvement of the Service:
 - 5.6.1 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.
 - 5.6.2 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.9.1 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.
- 5.9.2 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.

6. SUBSCRIBER'S OBLIGATIONS

- 6.1 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.
- 6.2 The Subscriber shall, when accessing any other network through the Service, comply with the rules appropriate for such other network.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.8.1 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.
- 6.9 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 Surf 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.
- 6.10 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.
- 6.11 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.
- 6.12 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.
- 6.13 For any subscription to a My.T Surf package or any My.T Surf dependent package, 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.
- 6.14 The Subscriber shall be solely responsible for the data retrieved, stored or transmitted through the Service.
- 6.15 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.
- 6.16 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.
- 6.17 The Subscriber shall, at all times, ensure that his personal equipment is compatible with My.T Surf Services.
- 6.18 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 Surf services.
- 6.19 Connection and usage of any CPE shall be in strict compliance with applicable instructions, safety and security procedures as communicated by MT.
- 6.20 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.
- 6.21 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.
- 6.22 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.
- 6.23 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).
- 6.24 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.
- 6.25 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.
- ## 7. MT RIGHTS AND OBLIGATIONS
- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- ## 8. QUALITY OF SERVICE
- 8.1 MT shall use its best endeavours to offer a quality of service of a competent Infocom service provider.
- 8.2 The Quality of Service is subject to the following:
- 8.2.1 The proximity of the Subscriber to the MT Exchange
- 8.2.2 For My.T Surf, the Subscriber's computer equipment must meet the minimum system requirements as set on the My.T website
- 8.3 MT shall use its best endeavours to maintain an acceptable level of service.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 MT reserves the right to charge the Subscriber for any intervention caused by a misuse of the Service by the Subscriber.
- ## 8.9 TRAFFIC POLICY
- 8.9.1 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.
- 8.9.2 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.
- 8.10 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.
- 8.11 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.
- ## 9. NOTICES AND INSTRUCTIONS
- 9.1 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.
- 9.2 The Subscriber is required to regularly consult the Mauritius Telecom website and/or My.T TV portal for instructions or any change in service.
- 9.3 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.
- 9.4 The contents are subject to changes, replacement and/or interruption at any time at the exclusive discretion of MT.
- 9.5 MT is not owner and/or producer of the contents and has the right to commercialise the contents "as is" to its subscribers.
- 9.6 MT reserves the right to replace any channel during the contract period at its own discretion.
- ## 10. TERM
- 10.1 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.
- 10.2 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.
- 10.3 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
- 10.3.1 The charges, fees and/or rentals up to the end of the Minimum Subscription Period or
- 10.3.2 The charges, fees and/or rentals due till the date the Service is terminated.
- 10.4 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.
- 10.5 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.
- ## 11. TERMINATION
- 11.1 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.
- 11.2 Termination shall be effective within fifteen working days from the date of receipt of Subscriber's request.
- 11.3 Notwithstanding Clause 11.1 hereof, the Service may be terminated forthwith by MT if:
- 11.3.1 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.
- 11.3.2 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.
- 11.3.3 a request for termination of the Service has been made to MT by the official renter of the telephone line.
- 11.4 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.
- 11.5 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.
- 11.6 Notwithstanding 13.4 and 13.5, 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.
- 11.7 MT may terminate the agreement without notice if the subscriber:
- 11.7.1 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;
- 11.7.2 violates or attempts to violate the security of any network, service or other system;
- 11.7.3 transmits any materials of a threatening nature, including threats of death or physical harm, harassment, libel, or defamation;
- 11.7.4 distributes offensive materials, including obscene, pornographic, indecent, and hateful materials;
- 11.7.5 for purposes of distributing "spam" or any other forms of mass unsolicited electronic communications; or
- 11.7.6 in a manner that interferes with any other user's ability to use the Service.
12. FORCE MAJEURE
- 12.1 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.
- 12.2 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.
13. TARIFFS AND PAYMENT
- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 Any technical assistance provided to the Subscriber upon request shall be invoiced over and above the service charges.
- 13.5 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.
- 13.6 The monthly charges shall be billed on the telephone number as specified in the My.T Subscription Form.
- 13.7 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.
14. TECHNICAL ASSISTANCE
- 14.1 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.
- 14.2 MT shall use its best efforts to attend to any fault reporting within reasonable delay.
15. DISPUTES
- 15.1 MT shall endeavour to resolve all disputes quickly and satisfactorily.
- 15.2 All complaints shall be in writing and addressed to MT office.
- 15.3 Billing Disputes
- 15.3.1 All billing disputes should be notified within 3 months after the issue of the telephone bill.
- 15.3.2 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.
- 15.3.3 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.
- 15.3.4 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.
- 15.4 Other Disputes
MT shall use its best endeavours to resolve any other dispute within 30 days to the satisfaction of both parties.
16. LIABILITIES
- 16.1 The Subscriber to My.T Surf 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.
- 16.1.1 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.
- 16.2 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 My.T Surf 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 whatsoever.
- 16.3 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.
- 16.4 MT shall not be liable whatsoever for any loss of data howsoever caused including without limitations, non-deliveries, misuses, misdeliveries 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 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.
- 16.10 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.
17. VARIATION
- 17.1 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 9.
18. SEVERABILITY
- 18.1 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.
19. DATA PROTECTION
- 19.1 By having My.T service installed, the Subscriber is giving his consent to the following:
- 19.1.1 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.
- 19.1.2 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.
- 19.2 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.