Business Pro, Business Boost & Superfast Business Broadband

Terms & Conditions

1.0 Object

The present document together with its schedules define the terms and conditions under which Mauritius Telecom Ltd provides the Service to the Subscriber and under which the Subscriber accesses and uses the Service. For any service order placed by the Subscriber shall imply acceptance, without reservation, by the latter of the present terms and conditions.

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.

Business Hours: means between 08:30 and 16:00 in a Business Day and 08:30 to 12:00 for Saturdays.

Business Day means Monday to Friday and Saturdays.

CPE/Equipment: means customer premises equipment and may comprise of ONT, Set-Top-Box or any other such device as provided from time to time by MT to access and use the Service.

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

Contract: means the order Form or any such written acknowledgment of receipt of order (where applicable for orders placed via email) together with the terms and conditions in this document and the attached Schedules.

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

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

Force Majeure Event: means any event due to any cause beyond the reasonable control of either party, including, without limitation loss of satellite, loss of signal, natural catastrophes, earthquakes, cyberattacks, floods, cyclones, storms, cataclysms, volcanic eruptions, climatic disruptions, rioting, vandalism, attacks, civil commotion, wars, strikes, or other work conflict actions and/or accidental causes such as fire, water damage, explosions, damage or breakdown of transmission of a third party's technical system, act of government or any other act of regulatory or other authorities and bodies, and generally any act over which MT has no control.

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

IP Address means a unique number on the Internet of a network card or controller that identifies a device and is visible by all other devices on the Internet

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.

Online Subscription: the process by which a subscriber opts to subscribe to my.t services via www.myt.mu.

ONT: means Optical Network Termination Unit which is a device that transforms incoming optical signals into electronics at a

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Subscriber's premises in order to provide the Service.

Order Form: means the form detailing order of each corresponding service which is incorporated into and becomes a part of this Contract.

Planned Maintenance: means any maintenance MT has planned to do in advance.

Network Terminating Equipment : means the MT Equipment used to provide the Broadband Service, either at the point of connection between the MT Network and the Access Medium or provided at the Sites for connection to the Network Terminating Unit. "Network Terminating Unit" means the socket where your wiring, equipment or existing qualifying data service is connected to the Access Line and may also be known as an Optical Network Termination or ONT

Qualifying Incident: means an Incident, except where any of the following events have occurred: (a) the Broadband Service has been modified or altered in any way by you, or by MT in accordance with your instructions; (b) Planned Maintenance; (c) you have performed any network configurations that MT did not approve; (d) an Incident has been reported and MT cannot confirm that an Incident exists after performing tests; or (e) you requested MT to test the Broadband Service at a time when no Incident has been detected or reported.

Service: shall mean the provisioning by MT to the Subscriber to broadband fibre internet, as defined at clause 3.0.

Service Level : The service level means the default repair options set out as well as the enhanced repair options as agreed by both parties.

Set Top Box: means the decoder/receiver data/ video device provided to the Subscriber to receive the Service during the subscription period.

Subscriber: means the company so named on the Order Form who applies for or subscribes to or utilizes the Service.

Subscriber Premises means the Subscriber place of business where the Service will be provisioned.

Ticket means a unique reference number for an Incident and may also be known as a "fault reference number

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 or calendar month as defined in the Order Form.

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

3.0 Service Description

3.1 The Service consists of broadband fibre internet services together with optional services (subject to their own terms and conditions) to meet the needs of all businesses. The Service has been tailored for businesses with multiple users and/or running numerous applications like, multimedia and video conferencing applications in order to function effectively.

3.2 Quoted speeds for the Service refer to maximum available download and upload bandwidths.

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4.0 Service Provision

4.1 The Order 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 may also choose to subscribe to the Service, if available, on MT website, request via email 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.

4.7 MT will provide and manage the Service from its exchange up to the Network Terminating Unit ("Service Management Boundary").

4.8 MT is not responsible for the Service outside the Service Management Boundary.

4.9 MT does not make any representations, whether express or implied, about whether the Service will operate in combination with any Subscriber equipment or other equipment and software.

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 the account into dormant state for a further period of 12 months, after which the 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 Subscriber will not be able to use the Services.

6.0 MT Equipment & IP Addresses

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 the right to charge Subscriber the fair market value of the Equipment or that of its replacement product.

6.4 MT does not guarantee the continuing availability of any equipment. MT reserves the right to add to, substitute or to discontinue any equipment.

6.5 Except for IP Addresses expressly registered in your name, all IP Addresses and Domain Names made available with the Service will at all times remain MT's property or the property of MT's suppliers and are non-transferable.

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6.6 All of your rights to use IP Addresses or Domain Names will cease on termination or expiration of the Service.

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 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 the Subscriber 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 Premises. Before accepting the customer's request, MT may give the Subscriber some advice or any necessary preparation required for the provisioning of the Service.

8.2 The Subscriber shall be responsible to provide enough main socket outlets at the Subscriber's Premises 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 Premises, 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 address, 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 re-location 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.

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11.0 Data Usage Guidelines

MT is committed to provide the best possible service at all times to all its Subscribers and this is why 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 subscribers. 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 its rights under this Contract or any part of the Service itself without the prior written consent of MT.

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 licenses 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 its 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 license.

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/her 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 its 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

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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 the equipment 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 its 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 to access the Service. The subscriber shall be fully liable for any damage or loss in the event other CPE 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 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 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 The Subscriber agrees that its 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 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

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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 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 its 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 three (3) 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 Event 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 Network Maintenance

MT may carry out maintenance and will endeavour to inform the Subscriber at least ten (10) Business Days before any Planned Maintenance on MT Network or MT Equipment, however MT may give less notice if emergency Maintenance is required;

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

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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;

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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.

18.8 Notwithstanding the foregoing provisions in this clause, MT may terminate the Contract and/or the Services by giving the Subscriber fifteen (15) days prior notice.

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 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/circuit ID as specified in the Order 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. Calls to 8919are 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

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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 its 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 its data and/or software from, among other things, computer viruses on the Internet or the intrusion of a third party on its 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 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.

23.7 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.

23.8 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.

23.9 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.

23.10 MT shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information

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the Subscriber's account and particulars. Neither shall MT be liable for any error, omission, nor inaccuracy with respect to any information disclosed.

23.11 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 interruption, faults, acts or omissions occurring on networks outside its control including without limitation to environmental reasons and the effects of any virus or similar attack.

24.0 Service Levels

24.1 MT endeavours to provide service and onsite support depending on Service offer subscribed by the Subscriber on a best effort basis and as defined in the service level agreement. However, due to various factors, including but not limited to traffic conditions, availability of resources, or unforeseen technical issues, MT cannot guarantee that the response time as defined in the service level agreement will always be met. To the maximum extent permitted by Applicable Laws, MT shall not be held liable for any direct or indirect Losses regardless of whether they arise in contract, tort (including negligence) or under statute or otherwise, by reason of or in connection with our inability to meet the on-site support commitment as defined in the service level agreement.

24.2 MT will repair a Qualifying Incident in accordance with the service level agreement. MT will aim to repair a Qualifying Incident during Business Hours/Day after you report the Incident to MT unless otherwise defined in the service level agreement or we have agreed for a better Service Level.

25.0 Fair Usage Policy/Acceptable Use Policy (AUP)

25.1 To ensure that the activities of some customers do not impair the ability of other customers' access to the Services, you agree to use our Services, and shall procure that any person you allow to use our Services, in compliance with our Fair Usage Policy/AUP, which comprise of the terms under this Clause, and any other product-specific terms Terms (collectively, the 'Fair Usage Policy/AUP'). You are responsible for keeping yourself updated about the Fair Usage Policy/AUP.

25.2 You may only use the Services for lawful purposes, and shall bear the burden of establishing that such use complies with all Applicable Laws. You are responsible for all use of the Services, with or without your knowledge or consent.

25.3 MT reserves the right, at its sole discretion, with or without notice, to remove or refuse to post material that violates this Fair Usage Policy/AUP or to suspend or terminate service provided to any Customer if the Customer or any end-user using Customer's services or facilities, directly or indirectly:

25.3.1 Violates the rules, regulations and policies applicable to any network, server, computer database, web site or newsgroup that Customer or end-user accesses;

25.3.2 Sends, or facilitates the sending of, unsolicited bulk mail messages ("email spam") to any person or system in a way that could be expected to adversely impact MT's network or facilities; or sends mail-bombs (masses of email or other data) to any person or system, propagates or replies to mail-bombs, or uses MT website address or hosted web account to collect responses from unsolicited commercial email;

25.3.3 Posting messages to a USENET group where the posting is not appropriate as defined in the group's charter, or mass postings in unreasonable numbers of USENET groups, or where there is repeated requests by group USERS or administrator to cease such posting;

25.3.4 Uses services in a manner which is intended to abuse or to violate the property rights of others, including, without limitation, activities which result in the distribution of viruses, worms, time bombs, Trojan horses, cancelbots, or other destructive activities;

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25.3.5 Uses the services in a manner that infringes on the intellectual property rights of any third party or any rights of publicity or privacy; - Violates any law or regulation (including without limitation the laws and regulations governing criminal activity, export control, unfair competition, anti-discrimination or false advertising);

25.3.6 Publishes or communicates material that is obscene, defamatory, trade libellous, unlawfully threatening or unlawfully harassing; - Uses services to attempt to break security, or in fact, breaks security of any computer network, or to access an account without authorisation;

25.3.7 Forges removes or modifies identifying network header information ("spoofing"), or employs any other methods in connection with the transmission of e-mail used to disguise or mislead any user name or the source or quantity of transmissions; except when using deliberately misleading headers in newsgroups to avoid spam e-mail address collectors;

25.3.8 Use of IRC bots or storing them on MT's servers is prohibited. Impersonating other users by forging one's email address is prohibited. Flooding, cloning, spoofing, harassment, or otherwise hindering the ability of others to properly use IRC is prohibited;

25.3.9 Relays email through any third-party systems without authority;

25.3.10 System/s configured to permit third party mail or news relay;

25.3.11 Uses services to conduct any other activities which MT determines are injurious to its Subscriber, operations, or reputation;

25.3.12 Provides false information on a MT service application, contract or on-line application, including, but not limited to, the fraudulent credit card information; or

25.3.13 Attempts to or resells MT service without MT' express authorisation.

25.4 The Subscriber must immediately notify MT of any unauthorised use of an account, and/or any breach, or attempted breach, of security known to the Subscriber. The Subscriber is responsible for ensuring that its network and/or Computer/s is/are configured in a secure manner. The Subscriber may not, through action or inaction, allow others to use its network for illegal or inappropriate activities. MT takes no responsibility for the security of the communications transmitted over MT facilities.

25.5 MT reserves the right to amend, alter, or modify this AUP at any time in its sole and absolute discretion. Any amendment or modification is effective when posted and any use of MT services after the posting of a modification or amendment will be considered acceptance of those modifications.

25.6 The Subscriber shall be solely responsible for ensuring that their client software is suitable for their needs and it is compatibility for use with any equipment used by him or it, whether or not MT introduces any changes to the service.

26.0 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.

27.0 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.

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28.0 Data Protection

28.1 MT collects, uses and processes Personal Data in accordance with the Data Protection Act 2017 and MT's Privacy Policy.

28.2 MT may, from to time, use the personal data to provide the Subscriber, information about its products and services and promotional offers unless the Subscriber notifies MT otherwise in writing.

28.3 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.

28.4 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.

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Annex 1: Service Level Agreement (SLA)Business Boost

1. Overview

This Service Level Agreement (SLA) outlines the service performance standards and commitments applicable to the Business Boost service provided by Mauritius Telecom (MT) to the Customer. This SLA becomes effective upon the activation of the Business Boost service and remains valid for the duration of the service contract.

2. Service Commitment

Mauritius Telecom commits to initiate repair activities as detailed in the table below:

Service Description	Repair start guarantee	Exclusion
Business Boost 30Mbps	Within 3 working days	Weekend and Public holidays
Business Boost 60Mbps	Within 24 hours Weekdays:8.30am to 4pm Saturdays : 8.30am to noon	Public holidays & Sundays
Business Boost 80 Mbps	Within 3 working days	Weekend and Public holidays
Business Boost 200 Mbps	Within 24 hours Weekdays:8.30am to 4pm Saturdays : 8.30am to noon	Public holidays & Sundays
Business Boost 500Mbps		
Business Boost 1 Gbps		

2.1. Fault Reporting and Trouble Ticketing

Faults must be reported by the client via MT's hotline 8919, upon which a trouble ticket is generated. This ticket will document:

- The reported issue
- Client contact information
- Time and date of report

2.2. The ticket will be tracked and managed through MT's helpdesk or customer service platform until resolution is confirmed.

2.3. Reporting a fault via the MT hotline 8919 shall be the only recognized and accepted method for initiating the fault resolution process under this SLA. Reports submitted through any other channels will not be acknowledged for SLA tracking or service credit eligibility.

4. Service Credits

4.1. If a service interruption exceeds the guaranteed 24-hour repair window and the delay is due to an act or omission by Mauritius Telecom, the client will be entitled to a pro-rated refund of the subscription fee for the period of the interruption, beginning from the time the issue was reported.

4.2. Only one refund claim is allowed per month.

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5. Claiming Service Credits

To claim service credits, the client must notify MT within 30 days following the end of the month in which the SLA breach occurred.

The claim must include:

- Specific dates and times of the service unavailability
- A description of the incident
- Any logs or evidence supporting the claim

6. Exclusions

Service credits will not be granted in cases of unavailability resulting from:

- Scheduled maintenance activities
- Misuse of the service by the customer
- Client site inaccessibility for fault diagnosis or repair
- Events or conditions beyond the control of Mauritius Telecom
- Third-party damage to the Optical Distribution Network (ODN)

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