Club App 3CX

Terms & Conditions

A. This Service Agreement is between Mauritius Telecom Ltd ("MT") and the Customer.

B. The following terms and conditions, the Application Form including any documentation available on MT's website shall together be referred to as the Agreement.

C. This Agreement is delivered electronically. The Customer acknowledges and agrees that by completing and submitting the Application Form, exchanging of mails, and use of the Service thereof shall constitute acceptance and shall be legally bound by the terms and conditions of this Agreement including MT's Privacy Policy found at https://www.myt.mu/pdf/p_policy.pdf governing the Service which the Customer further accepts to have read and understood prior to registration.

D. Charges quoted are appropriate to the Service at the time of quoting and these rates may change at any time due to factors such as change in exchange rate, licence fees, etc.

E. MT reserves the right to amend from time to time the terms, conditions and provisions under which the Service is offered, available at myt.mu.

F. These terms are in addition to Mauritius Telecom General Terms and Conditions-provision of fixed line services which can be viewed at myt.mu.

G. In the event of any inconsistency between the provisions herein and the Contract, the following terms shall prevail.

1. Definitions

"Application Form"	*means the online document detailing the services which the Customer must complete and submit online to MT in order to confirm services*
"Customer"	*Means an individual, corporation, or other entity referred to in the Application Form*
"Customer Equipment"	*Means any such hardware/software/ accessories/devices owned by Customer or third party excluding MT*
"Force Majeure"	*any event due to any cause including without limitation to, acts of God, riots, fire, earthquake, lightning, explosion, war or armed conflict, acts of terrorism, disorder, flood, industrial disputes (whether or not involving their employees), attacks, undersea fibre cuts, damage or breakdown of transmission of a third party's technical system, extremely severe weather, the effects of any kind of cyber or similar attack, disaster, acts of local or central Government or other competent authorities and generally any acts, events, omissions, happenings or non-happenings beyond MT's reasonable control.*
"MT"	*Means Mauritius Telecom Ltd and its subsidiaries*
"Service"	*Means using the 3CX Application ("3CX App") - which enables calls and extensions via the public switched telephone network or via Voice over Internet Protocol services as further detailed at clause 2*
"Partner"	*Means the entity which owns the 3CX App and which has*

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authorised MT to sell the 3CX license in the Territory.

"Territory" *Republic of Mauritius*

2. Scope

2.1 3CX is a unified communications solution for business that provides an extensive range of fixed telephony capabilities through easy to use web and mobile interfaces. The service integrates calls with video conferencing, live chat, business text, facebook messaging, status and more thus allowing the Customer to make, receive and manage calls and video calls.

2.2 The Services will include:

(i) All necessary software and licensing for the standard edition of 3CX application which the Customer may access via mobile/web application to configure available features;

(ii) licensing options that allow authorized users (Customer's employees) to make 4 and beyond simultaneous calls which the Customer will be charged on "per licence" basis as further detailed at clause 7; and

(iii) Allocation of a fixed telephone number to use the Service.

2.3 The Customer will be required to download the Partner's application. The Customer acknowledges and agrees that it must accept and shall at all times comply with the Partner's end user licence agreement that will appear on screen before use of the Service.

2.4 The Service is available with different features, functionalities and capacity based on the plan or package subscribed by the Customer which will depend, including, without limitation, mobile device compatibility and availability of desktop/mobile application.

2.5 Customer acknowledges that the features associated with the Service, as issued by the Partner is not within the control of MT and is therefore subject to change at any time.

2.6 Customer acknowledges and agrees that provisioning of Service is predicated on the accuracy and timeliness of Customer's information provided in the Application Form. MT will endeavour to activate Service within two (2) business days. MT shall not be liable for any delays or failure of the Service as a result of any inaccurate information provided by the Customer, or any material changes to Customer's environment that would render such information inaccurate.

3. Service Requirements and Use of Service

3.1 Customer shall ensure that the following minimum technical requirements are met prior to provisioning of the Service or such requirement as MT may specify from time to time:

(i) Internet connectivity with Wi-Fi and/or mobile data connection with any communications provider;

(ii) Mobile device with compatible operating software:

(iii) Compatible web browser on computer or laptop;

(iv) an active email address

3.2 MT shall not be liable for any Customer Equipment, service or network failure or performance issues resulting from non-compliance with such requirements.

3.3 Where the Customer uses the Service in conjunction with Internet connectivity provided by a communications provider other than MT, then MT shall not be liable to the Customer for any problems attributable to third party connectivity and/or hardware.

3.4 The Customer acknowledges and agrees that:

(i) The Service does not comprise of any hardware equipment provided by MT

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unless otherwise made available by MT;

(ii) The Service may sometimes be unavailable as a result of things over which MT has no control, including (without limitation) bugs, downtime and failures of the Customer's communication provider fixed broadband or mobile data connection; and

(iii) That certain equipment, hardware, software and network may not be supported by the Service and as such the Customer is solely responsible for ensuring the compatibility of the Service with any equipment or network, and MT will not be responsible for any failure, disruption or interference in the Services or such equipment or network which may arise from your use of the Services in conjunction with such equipment or network.

3.5 The Customer must ensure that all applications, equipment, hardware, software or networks connected to or used with the Services or the Customer Equipment are connected and used in accordance with:

(i) all applicable instructions, safety and security procedures applicable to the use of such applications (or as the case may be, equipment, hardware, software or networks); and

(ii) all instructions, notices and directions as MT may determine from time to time.

3.6 The Customer shall at all times be responsible for the security and proper use of its log-in/password/QR code details and all activities of his/her authorized users. MT shall not be held liable for any loss or damage arising out of any use or misuse of login/password/QR code.

3.7 The Service must only be used for the purposes for which it is provided. MT reserves the right to terminate the Service if the access is used for other purposes.

3.8 MT may, at any time and without any notice to you, temporarily suspend the Services for operational reasons such as repair, maintenance or improvement of the Services or because of an emergency. We will restore the Services as soon as reasonably practicable.

3.9 MT may, at its discretion, terminate the Services, whether in part or whole, including any fixed service numbers if the 3CX App licence has expired or for any reasons attributable to the third party supplier. MT will not be liable to the Customer or any third party for the foregoing termination, including the termination of any and all ancillary services.

4. Telephone Number

4.1 When MT allocates any numbers to the Customer for the Service, the Customer will not have any rights to these numbers except for the sole purpose of using the Service according to this Agreement.

4.2 The Customer agrees that he/she cannot sell or transfer these numbers to any third party.

4.3 MT may, for commercial, operational or technical reasons or compliance with any requirement of the regulatory authority or other authority, withdraw or change any number allocated to you. In such an event, MT will endeavour to give you reasonable notice before the change is made.

5. Licences

5.1 Subject to the provisions of this Agreement, MT grants the Customer a limited, non-exclusive, non-transferable license to use the 3CX App, in order to receive the benefit of the Services for the duration of this Agreement. This includes downloading, installing and using the 3CX App on compatible electronic devices, but does not extend to any other activities.

5.2 For the avoidance of doubt, the Customer shall not:

(a) copy, adapt, reverse engineer, decompile, disassemble, modify,

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adapt or make error corrections to the 3CX App in whole or in part; or

(b) sub-licence, assign or novate the benefit or burden of this licence in whole or in part; or

(c) allow the 3CX App to become the subject of any charge, lien or encumbrance.

5.3 All intellectual property in the 3CX App will remain with (as the case may be) the Partner and any relevant third parties specified by the Partner.

6. Term

6.1 The Services will start upon confirmation of the Application Form, and shall, subject to the termination provisions of this Agreement, continue for a period of six (6) calendar months ("Validity Period").

6.2 Upon the expiration of the Validity Period and after providing the Customer prior reasonable notice, MT reserves the right to either:

(i) terminate the Service without any liability; or

(ii) vary any or all of the Service charges/tariffs.

6.3 For any variation in charges the Customer will be given prior reasonable notice and will have one (1) month to communicate to MT whether he/she is accepting or declining to continue with the Service.

6.4 Upon the expiry of the Validity Period, this Agreement shall continue automatically for an unlimited period unless terminated in accordance with its provisions.

6.5 If Customer terminates the Agreement before or during the Validity Period then Customer shall be liable to pay a fixed penalty charge.

6.6 In the event that the Service is terminated before the expiry of the Validity Period by MT as a consequence of any breach by the Customer of any of the obligations or duties of the Customer, then notwithstanding any provision to the contrary in the terms and conditions in this Agreement, the Customer shall pay to MT all the charges due till the date the Service is terminated without the necessity of any other judicial or extra-judicial formality.

7. Charges

7.1 Subject to clause 6, the Services are charged per licence basis as defined in the Application Form. In the event the Customer chooses to opt for the possibility to receive simultaneous calls, charges will vary as detailed in the Application Form or published on MT's website or as may be notified by MT.

7.2 The prevailing charges when calling a fixed line or a mobile number as published on myt.mu will be applicable.

7.3 The charges may be changed from time to time and are subject to changes in exchange rates or changes as may be decided by MT, Partner, the Information and Communication Technologies Authority and/or any other authority or body. MT shall notify the Customer of any alteration (either increase or decrease) in charges.

8. Billing

8.1 The Customer agrees to pay monthly the applicable charges set out in the Application Form and/or as published on MT's website.

8.2 The charges shall be at the prevailing rates, as may be amended by MT from time to time.

8.3 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.

8.4 The monthly charges shall be billed on the email address as specified in the Application Form.

8.5 MT shall not be held responsible for undelivered bills and the Customer should immediately notify MT of any delay or non-receipt of bills.

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8.6 The monthly bills shall become payable within 28 days from the date of issuance of the bill failing which, a once-off surcharge of 10% shall automatically be applicable on any outstanding balance without the necessity for the fulfilment of any judicial or extra-judicial formality.

8.7 If the invoice and surcharge remain unpaid, MT may disconnect the Service without any notice to the Customer.

8.8 The payments to be made and the disconnection shall not require the fulfilment of any judicial or extra-judicial formality.

9. Service Availability

The Customer acknowledges that it is technically impracticable to provide a fault free or uninterrupted Service however MT will endeavour to take all reasonable and necessary steps to restore Service as soon as possible. The Customer shall not hold MT liable for any faults, interruptions, acts or omissions to the Service whether in contract, tort or otherwise as a result of the following factors:

(a) upgrade, bugs or fixes carried out by third party supplier;

(b) fault interruptions caused by third party issues on the network to which MT has no control or effects of any kind of cyber or similar attack;

(b) Excessive network use;

(c) Equipment or software failure;

(d) Force Majeure Event; and

(e) During planned maintenance activities

10. Service Level

In the event the Customer uses the Service on the communications network of another provider other than MT's subsidiary Cellplus' services, MT will not be able to provide technical support to issues related to network connectivity save and except for issues related to 3CX App. Customer will have to call on 8919 to log fault & for troubleshooting.

11. Acceptable Use

The Customer must not use the 3CX, or let anyone use the Service:

i. to menace or harass any person or injure or damage anyone or anything;

ii. for a purpose that a reasonable person would consider offensive;

iii. to infringe another person's intellectual property rights;

iv. to misuse another person's confidential information;

v. to infringe or commit an offence against any law, standard or code;

vi. to send or receive instructions that could damage or injure somebody or something if implemented

vii. in a way that exposes either you or us to risk of prosecution or legal or administrative action under any law

viii. to interfere with, disrupt or affect the availability or use of the Internet or any other network or computer system;

ix. in a way that results in a virus, worm, Trojan or similar program being sent through the Service from your equipment.

12 Liability

12.1 MT shall not be liable to the Customer:

12.1.1 for any loss or damage whether indirect or consequential arising out of any loss of data caused by viruses, malicious code such as worms, trojans etc., or unwanted phone calls received by the Customer or cross connection issues or outages;

12.1.2 for any business connected to the Customer whether in contract, tort (including negligence) or otherwise for any loss or damage whether indirect or consequential which is related to the Customer's business, including, without limitation, loss of profits, savings, loss of revenue or business interruption; or

12.1.3 for accessing the Service via third party sites which are not owned,

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goperated, maintained or guaranteed by MT. Moreover the Customer is solely responsible for any such personal information that he/she transmits or make available to and/or all content, products and services acquired through the third party sites.

13. Termination

13.1 MT may terminate the Agreement immediately at any time, in whole or in part, by giving the Customer's notice if:

13.1.1 in the reasonable opinion of MT, the Customer has used, attempted, or is likely to use the Service in contravention of any law or to cause any annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever and to whomsoever, or for any material breach, or if it is not in the public interest or it is deemed by MT that it is not in MT's interest, for MT to continue providing service to the Customer for any reason(s) whatsoever;

13.1.2 the Customer fails to pay any of their bills from MT on time;

13.1.3 MT has a good reason for believing that any information the Customer has provided is false or misleading;

13.1.4 the Customer becomes insolvent, or bankrupt, or have a winding up petition presented against it, or if MT has good reason for believing that the Customer is unable to pay the Charges;

13.1.5 in addition, MT may terminate the Agreement at any time after the Validity Period has expired by giving the Customer at least one month's prior written notice; or

13.1.6 all rights and licenses granted by the Partner expire or the Partner becomes bankrupt or insolvent.

14. Governing Law and Jurisdiction

This Agreement and any claims or disputes arising out of, relating to or in connection with it, as well as the arbitration procedure, shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

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