Terms and Conditions
Broadband Internet

1.0 Object

1.1 These Terms and Conditions govern the provision of Broadband Internet Services by MT and must be read in conjunction with MT's General Terms and Conditions ("General Terms").

1.2 These Terms, together with the General Terms, the completed and executed Subscription Form, and any applicable Service Schedules, constitute the entire agreement between MT and the Customer for the provision of Broadband Internet Services ("the Agreement").

1.3 In the event of any conflict or inconsistency between the constituent parts of the Agreement, the following order of precedence shall apply:
(a) the Subscription Form (for service-specific details);
(b) these Terms; and
(c) the General Terms.
Where provisions address the same matter without conflict, they shall be read together as cumulative obligations.

1.4 By completing and submitting the Subscription Form and using the Broadband Internet Service, the Customer acknowledges and confirms that they have read, understood, and agreed to be bound by all terms of the Agreement.

2.0 Interpretation and Definition

2.1 In these Terms, unless stated otherwise:

(a) "Customer" includes "Subscriber" where such term appears, and the terms may be used interchangeably;
(b) words referring to male persons also include female persons;
(c) words in singular (one) also include plural (more than one) and vice versa;
(d) "person" includes individuals, companies, partnerships, associations, and any other legal entities;
(e) references to clauses, sections, and schedules refer to clauses, sections, and schedules in this Agreement; (f) headings are for convenience only and do not affect interpretation.

2.2 Where any term is defined in the General Terms, such definition shall apply to these Supplementary Terms unless specifically redefined herein.

2.3 In addition to the definitions in the General Terms, the following terms have these specific meanings for Broadband Internet Services:

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

CPE or Equipment: means customer premises equipment and may comprise of ONT, modem or router provided by MT to access and use the Service.
Commencement Date: means the date at which the Agreement between MT and the Customer becomes valid and is the date at which the Service is provisioned.

Customer(s): means the person so named on the Subscription Form who applies for or subscribes to or utilizes the Service. The Customer 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.

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

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

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

IP Network: means an electronic communication network using the IP Protocol for the transmission of data.
Minimum Subscription Period: means a period of twelve (12) calendar months or such other period as may be stipulated by MT as the minimum subscription for which the Customer commits to the subscription.

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 myt service.

ONT: means Optical Network Termination Unit which is a device that transforms incoming optical signals into electronics at a Customer's premises in order to provide the Service.

Service: shall mean the provision by MT to the Customer of access to the Internet through the Access Medium.

Subscription Form: the duly filled and submitted Subscription Form by the Customer, which is an integral part of this Agreement. means the application for the Service duly completed and submitted by the Customer to MT, whether in physical form or electronically through MT's authorised channels, including but not limited to Myt Shops, the official website or such other channels as MT may introduce from time to time. The Subscription Form, regardless of format, forms an integral part of this Agreement.

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

Volume allowance: means the total amount of data that can be sent and/or received during the Billing Period as defined in the broadband package subscribed by Customer.

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

3.0 Service Description

3.1 The Service allows the Customer to access the Internet through the Access Medium provided by MT.

3.2 Quoted speeds for the Service refer to maximum available download bandwidth.

4.0 Service Provision

4.1 The Customer shall complete and submit the Subscription Form through any of MT's authorised channels before the Service is made available.

4.2 MT accepts Subscription Forms via:

4.2.1 physical submission at Telecom Shops with wet signature;

4.2.2 online submission through MT's official website with electronic acceptance; or

4.2.3 digital submission through MT's authorised mobile applications with digital acceptance.

4.3 Before submitting online or through any digital channel, the Customer must:

4.3.1 read and understand these Terms and Conditions;

4.3.2 confirm that all information you provide is accurate and complete;

4.3.3 understand that clicking "Submit," "I Agree," or similar buttons has the same legal effect as signing a paper form.

4.4 By submitting the Subscription Form through any channel, the Customer confirms that:

4.4.1 all information provided is true and accurate;

4.4.2 the Customer shall notify MT immediately if any information changes;

4.4.3 the Customer understands that MT relies on the Customer's information to provide the Service;

4.4.4 the Customer accepts full responsibility for any problems caused by incorrect information.

4.5 MT will use reasonable endeavours to provide the Service by the estimated date indicated to the Customer, but all dates are estimates only and not contractual commitments. MT shall have no liability whatsoever for any failure to meet any estimated date.

4.6 In consideration of payment of all charges, fees and/or rentals by the Customer, MT shall provide the Service during the subscription period, subject to the Customer's full compliance with all Terms and Conditions of this Agreement.

4.7 MT reserves the right to cancel or delay service provision if: (a) the Service cannot be provided under satisfactory technical conditions; (b) MT has reasonable grounds to believe that the use of the Service will constitute or might constitute a breach of the obligations under this Agreement; or (c) providing the Service would violate applicable laws or regulations.

4.8 MT may occasionally suspend the Service for operational reasons including, but not limited to, repairs, maintenance, or service improvements. MT will endeavour to provide reasonable advance notice of suspension where practicable. MT will restore the Service as soon as reasonably possible after suspension. MT shall not be liable for any loss, damage, or inconvenience suffered by the Customer as a result of such suspension.

4.9 The Customer consents and agrees to receive electronic invoices for the subscribed Service. Customer is automatically registered to MT's electronic billing system unless Customer decides at any time to opt out.

5.0 Service Availability

The Customer acknowledges and agrees that the provision of the Service is subject to, without limitation, the availability of suitable network infrastructure, adequate technical capacity, and network coverage at the location and time the Service is requested or provided.

6.0 MT's Equipment

6.1 MT shall provide the Customer with a suitable CPE/Equipment to access the Service.

6.2 The CPE, including any embedded software or firmware, shall remain the sole property of MT or its licensors as the case may be.

6.3 Upon termination or cancellation of the Service for any reason whatsoever (including termination by MT for non-payment or otherwise pursuant to its credit management procedures, and suspension deemed termination under clause 18.6), the Customer shall return the Equipment to any myt Shop in the same condition as originally installed (ordinary wear and tear excepted)), within the period and subject to the charges set out in clause 12.25.

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 the Customer's 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 despatch from MT's premises to the Customer.

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 the Customer's account for it at MT's 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 the Customer 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 Customer's responsibility.

8.0 Installation and Cabling

8.1 To enable MT to provide the Service, certain Equipment may need to be installed at the Customer's premises. Prior accepting the Subscription Form, MT may advise the Customer of any necessary site preparations or technical prerequisites.

8.2 The Customer shall be responsible to provide enough main socket outlets at the Customer's Premise to provide a power supply for any Equipment which may form part of the Service.

8.3 Where the Customer is not the owner of the Premise, the Customer 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 Customer relocates to another premise, the Customer may make an application for the relocation of the Service to the new premises subject to any applicable fees and charges. The Customer 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 Customer's new premises. Any additional equipment will be subject to prevailing charges. The Customer's subscription to the Service shall remain valid and binding on the Customer during such re-location notwithstanding disruption in all or any of the individual Services.

9.3 In the event that a Customer'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 Customer's subscription to the Service.

10.0 Upgrade and Downgrade of Service

10.1 No penalty applies for service upgrades during the Minimum Subscription Period.

10.2 The Customer shall be liable to pay a downgrade charge to be determined by MT if the Customer downgrades the Service during the Minimum Subscription Period.

11.0 Data Usage Guidelines

The Service is intended for normal recreational or educational use by the Customer. Because of MT' commitment to provide the best possible service at all times to all its Customers, a Fair Usage Policy is applicable on the Service. 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 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 the Customers.

12.0 Customers' Obligations

12.1 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 The Customer shall at all times use the Service in accordance with the present Terms and Conditions and the Laws of Mauritius and shall indemnify and hold harmless MT, its subsidiaries, directors, employees and agents, from any losses incurred by reason of breach of this clause.

12.2 The Customer shall, when accessing any other network through the Service, comply with the rules and policies appropriate for such other network.

12.3 The Customer shall be responsible for the acts and omissions of all Users in connection with the Service and shall be liable for any failure by any User to perform or observe the Terms and Conditions of this Agreement as if it were a party to it.

12.4 The Customer 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 Customer or any other Customer. This includes, but is not limited to, using the Service for unsolicited bulk communications.

12.5 This Agreement is personal to the Customer and accordingly the Customer may not assign or transfer his/her rights under this Agreement or any part of the Service itself without the prior written consent of MT. The Customer shall not allow and/or share his/her Service with any other user outside his/her home network nor shall he/she use the Service for business purposes.

12.6 The Customer shall keep the CPE belonging to MT in good condition (fair wear and tear excepted) and shall be fully responsible for any loss or damage howsoever caused.

12.7 The Customer 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. The Customer agrees to comply with any terms and conditions governing the use such 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 Agreement to the Customer to use such software solely for the purpose of the Service under this Agreement.

12.8 The Customer shall provide at his/her own expense, when so required by MT, all facilities and/or resources whatsoever necessary for the proper installation, operation and maintenance of the service and/or, but not limited to, power points, electricity, conduits, pipes, access or licence.

12.9 The Customer 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 Customer shall not, in any case, resell or sublet the service or information presented to him through the Service. Such content is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Examples of prohibited reselling or subletting include, but are not limited to:

Service provision outside of the Customer's premises, resale of bandwidth, Internet connectivity, except as expressly authorised by MT in writing.

12.12 The Customer shall permit MT authorised personnel to enter and remain on the Customer's premises and any other place under his/her 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 Agreement or to recover any CPE belonging to MT upon termination of this Agreement or any service provided.

12.13 The Customer 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 Customer.

12.14 For any subscription to the Service, the Customer shall be solely responsible for ensuring that the settings of his modem are correctly set to avoid unwanted transmission of data over the Internet.

12.15 The Customer shall be solely responsible for the data retrieved, stored or transmitted through the Service.

12.16 The Customer 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 Customer shall bear all responsibility for any degradation of service which may be caused by the presence of a LAN involving more than one computer.

12.18 The Customer shall, at all times, ensure that his/her personal equipment is compatible with the Service.

12.19 The Customer 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 Customer shall at all times use Equipment provided by MT to access the Service. The Customer shall be fully liable for any damage or loss if Customer-owned or third-party equipment is used.

12.22 The Customer 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 Customer shall not resell, transfer, export or re-export any MT CPE, or any technical data derived therefrom, in violation of any applicable legislation.

12.24 The Customer shall be responsible for MT equipment on the Customer's premises and shall not modify, interfere or tamper with the MT equipment. The Customer shall be liable to MT for any loss and/or damage to MT equipment howsoever occasioned or caused (including but not limited to power surge and lightning).

12.25 In the event the Service is terminated or cancelled for any reason whatsoever (including termination by MT for non-payment or otherwise pursuant to its credit management procedures, and suspension deemed termination under clause 18.6), the Customer shall return all equipment to any myt Shop within thirty (30) calendar days of the effective date of the termination or cancellation. MT is under no obligation to collect the equipment from the Customer's premises. If all such equipment is not returned within thirty (30) calendar days and/or not in good condition (except for normal wear and tear), MT shall charge the Customer: (a) a fixed charge of Rs 5,000 for the unreturned terminal equipment (such as the Optical Network Terminal), representing its replacement value; and (b) where applicable, any other charges

(including parts and components) at MT's prevailing rates, billed on the Customer's MT telephone bill. For the avoidance of doubt, the fixed charge under (a) is a single charge, irrespective of the number of items not returned, unless the terms and conditions specific to a particular service provide otherwise

12.26 The Customer agrees that his/her activity will not improperly restrict, inhibit or degrade any other Customer's use of the service nor represent (in the sole judgment of MT) an unusually large burden on the network itself. If Customers are found to be making excessive use of their broadband service they may find their service restricted, as per the Fair Usage Policy and if it continues may have their service suspended or cancelled.

13.0 MT Rights and Obligations

13.1 MT shall have the right to examine the use of the Service by the Subscriber and to disclose such use to third parties for legal or statutory purposes, in order to identify misuse or abuse of the Service, or to ensure the smooth running of and identify faults in its network.

13.2 Access to the Service may be occasionally restricted to allow repairs, maintenance and upgrades in which case MT will use all reasonable endeavours to provide the Subscriber with advance notice of such restriction.

13.3 MT shall have the right, at any time and upon reasonable notice, to send a MT representative to the Subscriber's premises to undertake any necessary maintenance.

13.4 The Subscriber hereby agrees that MT may refer to the Subscriber, by company or trading name, and to the existence of this Contract in any marketing or promotional materials.

13.5 MT shall maintain and control ownership of all IP numbers and addresses that may be assigned to the Subscriber by MT and MT reserves, in its sole discretion, the right to change or remove any and all such IP numbers and addresses.

13.6 In the event, the Subscriber's CPE as provided by MT has manufacturing defects, the equipment shall be returned forthwith with all cables, parts and components and another equipment will be provided to the Subscriber depending on availability for use till the end of his subscription.

14.0 Quality of Service

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

14.2 The Customer acknowledges that it is technically impracticable to provide a fault-free Service. MT shall however use its best endeavours to repair any reported faults as soon as feasible.

14.3 Should a momentary interruption be due to an act or omission of MT and shall have lasted for more than five (5) consecutive days, MT shall refund to the Customer 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 Customer 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 Customer shall be entitled to any refund for interruption of service caused by a third party, Force Majeure and/or planned modification or upgrade.

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

15.0 Traffic Policy

15.1 The Service is a shared access service depending upon both local and international resources. MT intends to provide to all Customers a reasonable level of service and distribute resources among them, as per the Fair Usage Policy.

15.2 The 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.

15.3 MT is not responsible for delays, interruptions, errors or omissions in the transmission/reception of the signals/contents and MT does not warrant the truth or validity of the information contained in the Content.

15.4 The content is provided on an "as is" and as available basis without warranty of any kind, express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

16.0 Notices and Instructions

16.1 MT publishes service notices and updates on its official website (www.myt.mu).

16.2 Customers must regularly check MT's website for service changes or notices.

16.3 MT shall not be liable for any disruption, loss and/or damage caused to or suffered by the Customer due to the Customer's failure to read published notices or comply with 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 Customers.

16.6 MT reserves the right to replace any 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 Customer'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 Customer for any reason whatsoever or 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 the following:

17.4 The charges, fees and/or rentals up to the end of the Minimum Subscription Period or

17.5 The charges, fees and/or rentals due till the date the Service is terminated.

17.6 The term of this Agreement shall commence as from the date the Service is provisioned at the Customer's premises and shall last till the end of the Minimum Subscription Period or till the date the service is terminated.

17.7 At the end of the Minimum Subscription Period, the subscription will be renewed automatically for a new minimum subscription period of 12 months. The Customer may terminate the Agreement in the subsequent year(s) of subscription at any time following 2 months' notice to MT.

18.0 Termination

18.1 The Customer may cancel the Service order within seven (7) days after the Service has been provisioned by MT. The Customer shall be liable to pay a cancellation charge of Rs 1000 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 Customer's request.

18.3 Notwithstanding Clause 18.1 hereof, the Service may be terminated forthwith by MT if:

18.4 The Customer 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 Customer from MT and/or terms and conditions of any other agreement entered into between the Customer and MT or has provided any information which is incorrect or incomplete.

18.4.1 The Customer 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.

18.4.2 A request for termination of the Service has been made to MT by the official renter of the telephone line.

18.5 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 Customer 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 Customer.

18.6 Such suspension shall deem to terminate the Service as from the date of the suspension and the Customer 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.

18.7 Notwithstanding 18.4 and 18.5, upon subsequent payment by the Customer 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.

18.8 MT may terminate the agreement without notice if the Customer:

18.8.1 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;

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

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

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

18.8.5 for purpose of distributing "spam" or any other forms of mass unsolicited electronic communications; or

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

19.0 Force Majeure

If either party is unable to perform any obligation under this Agreement 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.

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 Excess volume over and above the Volume Allowance shall be charged at the rate defined in the application form.

20.3 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 Customer.

20.4 The charges, fees, and/or rentals of the Service, for the first month, shall be calculated on a pro rate basis depending on the number of days the Service has been provided in the first month.
20.5 Any technical assistance provided to the Customer upon request shall be invoiced over and above the service charges.

20.6 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 Customer 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.

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

20.8 In the event that MT's staff and/or authorised agents have been called upon to attend to a fault at the Customer's premises, MT reserve the right to invoice for the onsite assistance in the event the fault does not originate from MT's equipment or network.

21.0 Technical Assistance

21.1 For assistance on the use of the Service or specific feature on the Service, the Customer may reach Mauritius Telecom hotline service on 8902. Calls to 8902 are free when originating from MT fixed telephone lines.

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

22.0 Disputes

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

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

22.3 Billing Disputes

22.4 All billing disputes should be notified within 3 months after the issue of the telephone bill.

22.5 The Customer 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 Customer disputes the same for any reason(s) whatsoever.

22.6 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 the full payment.

22.7 In the event that a dispute, if any, by the Customer is decided by MT in the Customer's favour, MT shall refund to the Customer any excess amount paid by the Customer free of interest.

22.8 Other Disputes 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 Customer acknowledges that the Service may provide permanent internet access and that his/her personal computer may remain connected once powered up. In such circumstances, it is the Customer's sole responsibility to take all necessary measures to protect his/her data and software from computer viruses, third-party intrusions, and other internet security risks, as the Internet is not a secure network.

23.2 MT shall not under any circumstances be liable for any damage to the Customer's equipment, hardware, or other property resulting from lightning, power failure, power surge, cyclone, acts of God, or any cause beyond MT's reasonable control.

23.3 MT makes no warranty and disclaims all liability arising from any software used by the Customer to access the Service. In no event shall MT be liable for any damages, including loss of profits, lost savings, or other incidental or consequential damages arising from the Customer's use of or inability to use the Software, even if MT or its authorized representatives have been advised of the possibility of such damages, or for any third-party claims.

23.4 MT has no control over information transmitted to or from the Service and does not ordinarily examine the Customer's use of the Service or the nature of information the Customer sends or receives. MT excludes all liability for the transmission or reception of information of any nature.

23.5 MT shall not be liable for any data loss however caused, including without limitation non-deliveries, misuse, mis-deliveries resulting from service interruption or suspension, or for the content, accuracy, or quality of information or resources available, received, or transmitted through the Service.

23.6 MT shall not be liable for any:

(a) direct, indirect, incidental, special, or consequential damages;

(b) loss of business, revenue, profits, savings, or anticipated benefits;

(c) data corruption, destruction, or loss;

(d) wasted expenditures or opportunity costs;

(e) damages arising from the Customer's use of or inability to use the Service, whether arising in contract, tort, negligence, or any other legal theory, even if MT has been advised of the possibility of such damages. This exclusion applies to MT and its employees, affiliates, agents, suppliers, and licensors.

23.7 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 Customer for the service which gave rise to such damages, losses or causes of actions during the 1-month period prior to the date of damage or loss occurred or the cause of the action rose.

23.8 MT shall not be liable for any loss or damage resulting from any disclosure, whether inadvertent or otherwise, of the Customer's account information and particulars. MT shall not be liable for any error, omission, or inaccuracy in disclosed information.

23.9 MT shall exercise the reasonable skill and care of a competent public telecommunications service provider in providing the Service. In no event, MT shall be held responsible or liable for degradation in quality of service or unavailability of Service resulting from faults, acts, or omissions occurring on networks outside MT's control.

23.10 In the event of refusal or delay by a third party to supply a telecommunications service, equipment or facilities to MT or delay in the renewal of back to back agreements between MT and its suppliers and where there is no alternative service or equipment available at commercially reasonable cost; or the

imposition of restrictions of a legal or regulatory nature which prevent and/or limit MT's ability to supply then MT shall have no liability to the Customer for failure to supply the Service.

24.0 Variation

MT reserves the right to amend the Terms and Conditions herein contained at any time and/or from time to time and the Customer shall be bound by the Terms and conditions so amended. Notice of the amendment may be given by MT to the Customer as at Clause 16.0

25.0 Novation

In the event of merger, acquisition, sale of business, or corporate restructuring, MT may novate this Agreement to the acquiring or successor entity. The Customer shall be notified in writing, and such novation shall not affect the Customer's existing rights or service terms.

26.0 Severability

If any provision of this Agreement shall be unlawfully, 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 Agreement, which shall remain valid and enforceable according to its terms.

27.0 Data Protection

27.1 By having the service installed, the Customer is giving his consent to the following:

27.2 From time to time, MT may contact the Customer by mail, telephone, email, short message service or other electronic messaging services with information about other MT products and services.

27.3 From time to time, MT may share the Customer's information outside MT Group for marketing and promotional purposes. MT will not disclose the Customer's email address or telephone number to third parties without prior explicit consent of the Customer.

27.4 If the Customer does not wish to receive information from MT of any other third party in partnership with MT, the Customer must inform MT in writing addressed to MT Head Office.

27.5 MT collects, uses, and processes Personal Data in accordance with the Data Protection Act 2017 and MT's Privacy Policy (for more info, see MT's Website).

27.6 MT may, from time to time, use the personal data to provide the Customer information about its products, services, promotional offers, etc., unless the Customer notifies MT otherwise in writing (Consent Form).

28.0 Governing Law and Jurisdiction

These General Terms and Conditions 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 Mauritius.