

## Specific Terms and Conditions

### Fixed Broadband offers for 100Mbps, 500Mbps & 1Gbps with unlimited voice

The present document defines the terms and conditions under which Mauritius Telecom Ltd (“MT”) provides the subscription plans for 100Mbps, 500Mbps and 1Gbps with unlimited voice (each a “Service plan” and together hereinafter referred to as the “Service”) to the Subscriber and under which the Subscriber accesses and uses the Service. The signature of the my.t home Application Form implies the acceptance of the present terms and conditions which the Subscriber acknowledges to have read and understood.

#### 1.0 Incorporation by Reference

1.1 In addition to:

- (a) my.t Fixed Line Services General Terms and Conditions;
- (b) Terms and Conditions for my.t home (TV) (where applicable);
- (c) Terms and Conditions for Broadband Fibre (Internet); and
- (d) Promotional Terms and Conditions (where applicable),

which terms and conditions are deemed incorporated by reference, the Subscriber shall be bound by the following Specific Terms and Conditions.

1.2 In the event of any inconsistency between the Specific Terms and the General Terms, the Specific Terms shall prevail.

#### 2.0 Service

2.1 Each Service plan consist of different offers which can be viewed on my.t website and is available to all customers subject to technical feasibility.

2.2 The 500Mbps and 1Gbps with unlimited voice Service plans are not available in Rodrigues.

2.3 In order to benefit fully from the Service, computer or wireless devices of the Subscriber must meet the required specification as may be provided by MT from time to time at [www.myt.mu/home](http://www.myt.mu/home).

2.4 The Subscriber opting for the 1Gbps with unlimited fixed voice Service plan acknowledges and agrees that:

- (a) The unlimited fixed voice is restricted to on-net local calls, i.e, from MT to MT and intended for individual use only.
- (b) MT reserves the right to charge prevailing rates and/or suspend and/or discontinue the Service or part thereof in case of misuse, fraudulent use, unauthorised telemarketing and commercial use of the unlimited fixed voice offer.

### **3.0 Use of the Service**

3.1 The Service is intended for personal use only and the Subscriber shall not abuse or misuse the services/products offered within the Service plans. MT believes that to provide the best possible experience for the most possible users with optimal capacity and network performance, it is necessary to encourage responsible use by Subscribers. In the event that MT determines that the Subscriber has abused or misused this Service or part thereof, MT reserves the right to:

- (a) withdraw the Service or part thereof for such Subscriber without giving any prior notice and without incurring any liability whatsoever; or
- (b) apply the prevailing rates for use of the relevant Service.

3.2 The Subscriber shall:

- (a) ensure that any and all equipment connected to or used in conjunction with the Service is approved for use by MT and is connected or used in accordance with the Law and shall obtain the prior written approval of MT before connecting (or permitting any person to connect) any equipment to any telecommunications system operated by MT;
- (b) promptly comply with all notices, instructions or directions given by MT or the ICTA in respect of the installation, use or operation of the Service;

(c) install, use and keep all MT Equipment in good working condition (fair wear and tear excepted) in accordance with the specifications, guidelines and recommendations of the manufacturer or distributor thereof and of MT;

(d) provide at his own expense, when so required by MT, all facilities and resources whatsoever necessary for the proper installation, operation and maintenance of the Service and all MT Equipment, including, but not limited to, power points, electricity, conduits, pipes and appropriate access, licence, way-leave, or easement rights; and

### 3.3 The Subscriber shall not:

(a) carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any MT Equipment (including accessories and cables) or MT Software without the prior written consent of MT;

(b) connect any equipment to MT's Equipment or carry out any additions, improvements, adjustments, modifications, alterations or replacements to MT's Equipment without the prior written consent of MT;

(c) use the Service in any manner or for any activity whatsoever which generates or is likely to generate telecommunications traffic or usage which causes or is likely to cause congestion in or disruption to the provision or operation of the Service provided by MT;

### 3.4 MT shall not be liable to Subscriber for:

(a) any adverse impact caused to the quality and experience of the Service or part thereof including the speed of internet resulting from, without limitation, any kind of acts, modifications, changes and replacements made to MT's Equipment by the Subscriber with or without MT's approval; and

(b) any third party services that were installed on MT's Equipment with or without MT's approval.

## 4.0 Minimum Term

4.1 The Service is subject to a twelve (12) month minimum term contract (the "Minimum Term") as outlined on the Application Form.

4.2 In the event the Subscriber terminates the Service before the Minimum Term, an early termination fee representing the amount payable for the remaining months shall be applicable.

## 5.0 General

The Specific Terms and Conditions shall be subject to and construed in accordance with the laws of Mauritius.

## Specific Terms and Conditions

### WiFi Extender

#### 1.0

The following terms govern the use of the WiFi Extender (hereinafter referred to as “Device”) by the Subscriber which he/she avails following subscription of a Service plan offering this product as a bundle offer. For avoidance of doubt this section is not applicable to customer who has purchased wifi extender(s) from MT.

1.1 MT reserves the right to replace the model of Device with other models without prior notice and/or amend the brand and marketing name at any time.

1.2 The Subscriber agrees and understands that the Device is designed to provide a physical extension of the Wi-Fi coverage area within the home. It is not designed to improve a Subscriber’s broadband speed. The performance can be impacted by network conditions and environmental factors including building materials, walls, obstacles, volume and density of traffic, and Subscriber’s location.

1.3 Following subscription of a Service plan bundled with the Device, the Device(s) will be installed by an MT technician. Installation of the device is subject to the Subscriber’s home layout and electrical connections.

1.4 MT technician may advise on where the Device should be installed/placed in order to provide optimal Wi-Fi coverage.

1.5 MT shall not be liable in the following event:

- (a) the technician declined to install the device in a specific room for safety reasons or where there is no wired connection;
- (b) the subscriber has failed to follow any instruction by technician which may impact performance of the Device;
- (c) where optimal Wi-Fi coverage required more units than what the Subscriber has ordered.

1.6 Subject to availability of stock, MT will provide replacement and support services for the Device for a period of 6 months (“Warranty Period”) commencing from the time of which the Subscriber avail of the Device . Once the Warranty Period ends, MT shall not entertain any support services and shall not be liable

to the Subscriber for any loss, liability, costs, damage, claim or compensation whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in tort, negligence or otherwise) in connection with any acts and/or use of the Device.

1.7 The Warranty Period only applies to the Device. Moreover, MT reserves the right to decline any support services in the event MT deems that the issue is not covered under the warranty.

1.8 The Subscriber agrees and understands that the Device provided is for personal use and not for commercial exploitation of any kind including reselling, offering for sale and/or leasing of Device (together referred to as "Unauthorised Activities"). The Warranty Period shall not be applicable in the following events:

- (a) the Subscriber engages in such Unauthorised Activities; or
- (b) Device is not located at the Stipulated Premise and/or is not in possession of Subscriber/authorised user.

1.9 The Device is provided "as is" and MT makes no warranty as to its use or performance. MT does not warrant that the Device will satisfy the Subscriber's requirements or that the Device will be uninterrupted or error-free or that defects in the Device will be corrected or that the Device will not damage or interfere with other services or features of any device or equipment used or owned by the Subscriber

## Promotional Terms and Conditions

### 1.0

Any offer or promotion (“Promotion”) by MT shall be governed by the following terms and conditions:

1.1 The Promotion runs for a finite period. If no end date is defined on the advertisement, coupon or voucher, then the time limit of the Promotion will only continue while stock lasts.

1.2 Promotions cannot be used to offset existing subscription Charges or outstanding balances due to MT.

1.3 Promotions are non-exchangeable for cash or kind, and are non-refundable and non-transferable.

1.4 MT reserves the right to end the Promotion or to amend these terms and conditions at any time without prior notice.

1.5 MT further reserves the right to revise any of these Promotion terms & conditions (including pricing plans) at its sole discretion. The Subscriber continued use of the service shall constitute acceptance of these Promotion terms & conditions and the amendments thereof.

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