Terms and Conditions

myt home

1.0 Object

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

1.2 The Customer acknowledges and understands that myt home Service is a converged telecommunications offering that integrates broadband internet connectivity and television services as a unified service delivery platform. Television content and services are delivered via internet protocol technology through the broadband internet infrastructure and are technically dependent upon the continuous provision of the internet connectivity component.

1.3 The Customer further acknowledges that to access and enjoy television services under this Agreement, a functioning broadband internet connection is mandatory, and any interruption, limitation, or termination of the internet component may affect the availability, quality, or functionality of television services.

1.4 These Terms, together with the General Terms, the completed and executed Application Form, and any applicable Service Schedules or Supplementary Terms, constitute the entire agreement between MT and the Customer for the provision of myt home Services ("the Agreement").

1.5 In the event of any conflict or inconsistency between the constituent parts of the Agreement, including any separate terms that may govern internet services, the following order of precedence shall apply: (a) the Application 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.

1.6 By completing and submitting the Application Form and using the myt home Service, the Customer acknowledges and confirms that they have read, understood, and agreed to be bound by all terms of the.

2.0 Definitions and Interpretation

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) references to clauses, sections, and schedules refer to clauses, sections, and schedules in this Agreement;

(e) 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 Terms unless specifically redefined herein.

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

Adult Code/ Parental Control Code/super profile password: means any set of numbers or alphanumeric symbols or characters which enables the Customer to control children's access to material that is. not suitable for them.

Application Form: 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 Telecom Shops, the official website or such other channels as MT may introduce from time to time. The Application Form, regardless of format, forms an integral part of this Agreement.

A La Carte TV Channel: means a single TV channel which can be subscribed to on a standalone basis, with no contractual period.

All myt TV Pack: means a single pack consisting of more than 90 myt TV channels and SVOD as commercialised by MT from time to time, with a contract of 12 months applicable.

Cancellation Form: means the form made available by MT to Customers wishing to cancel the myt home Service.

Catch-Up TV: refers to TV content that is generally available for replay for up to 7 days after its original broadcast. However, some channels may offer a shorter catch-up period depending on the rights granted by the channel provider.

CPE or MT Equipment: means any equipment or thing owned, operated, installed and/or hired out by MT including any software installed by MT in conjunction with the provision of 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.

Content: means movies, television programme or other events delivered to the Customer by MT through myt home Service.

Customer: means the person so named on the myt home Application Form who applies for or subscribes to or utilises the Service. The Subscriber shall also ensure, in case the MT billing telephone number is not on his/her name, that appropriate authorisation has been obtained from the renter of the said MT telephone line for use as billing telephone number.

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

Exchange Zone: Exchange Zone is a zone around any exchange of MT within which the Service may be accessed. Specifications and eligibility for Service may vary according to the geographical location of the Customer and depending on the technical specifications/conditions of the access network.

Fair Usage Policy: means a set of rules implemented to ensure that MT delivers the best possible service at all times to all its Customers.

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, 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 Network: means an electronic communication network using the IP Protocol for the transmission of data.

Login Name: means any set of numbers or alphanumeric symbols or characters assigned by MT to the Customer as Login Name, Login ID, User Name or User ID (whether or not applied for or selected by the Customer) to be used by the Customer, in conjunction with the Password, to access the Service.

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.

Modification Form: means the form made available by MT to Customers wishing to modify the myt home Service.

MT: MT shall mean Mauritius Telecom Ltd whose registered office is situated at Level 18, Telecom Tower, Edith Cavell Street, Por tLouis. MT is the provider of myt home service.

nPVR: means Network Personal Video Recorder which is a recording feature given to Customers subject to rights from content providers, to record selected TV Content every month and access it but for a limited duration in time.

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 Fibre-Optic Broadband Services.

Password/Access code: means any set of numbers or alphanumeric symbols or characters initially assigned by myt to the Customer as the password (including any changes thereafter whether or not selected by the Customer) to be used by the Customer, in conjunction with the Login Name, to access the Service.

Programme Guide: means a guide of programmes of all or part of the TV Services provided to Customers. Such programme guide may include, or procure inclusion of the programming schedules for the TV Channels whether guide be in the form of a mosaic, a written publication, a texted based service, video service or an electronic programming guide.

Service: means the myt home Service consisting of converged services including broadband Internet, voice, and Content selected by the Customer from the myt home Application Form and/or via Online Subscription. The Service includes Fibre Optic Broadband Services. The list of available services is published on the myt website and may be amended by MT upon prior notice to the Customer. The service is available only for residential and private use and through the CPE provided by MT.

Set Top Box: means the decoder/receiver data/ video device provided to the Customer by MT from time to time to receive the Service during the subscription period.

Stipulated Premise: means the premise stated in the Customer's application to MT for the Service as the premises at which the Service is required.

Subscription Video On Demand (SVOD): means on-demand streaming services provided by third-party content providers through MT's platform, for which the Customer pays a recurring subscription fee. Each SVOD service is governed by separate specific terms and conditions.

TNT channels: TNT channels are broadcasted by MBC (Mauritius Broadcasting Corporation) and are included in the myt home Service.

TV Channels: means the TV channels included in the myt home Service which can be accessed freely or against payment.

TV Pack: means a bundle of 2 or more TV channels available in a single pack at a definite price, with a minimum contractual period as determined by MT.

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 month. Once the volume allowance has been consumed for the month, the Customer can still surf and browsing service will remain active until the start of the next month.

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

3.0 Service Description

3.1 The Service is a converged service that may comprise without limitation to the following services: voice, broadband Internet, Content and any value added features as outlined on myt website or myt home Application Form.

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 Application Form through any of MT's authorised channels before the Service is made available.

4.2 MT accepts Application Forms via:

(a) physical submission at Telecom Shops with wet signature;

(b) online submission through MT's official website (www.myt.mu) with electronic acceptance; or(c) digital submission through MT's authorised mobile applications with digital acceptance.

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

(a) read and understand these Terms and Conditions;

(b) confirm that all information provided is accurate and complete;

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

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

(a) all information provided is true and accurate;

(b) the Customer shall notify MT immediately if any information changes;

(c) the Customer understands that MT relies on the Customer's information to provide the Service;(d) the Customer accepts full responsibility for any problems caused by incorrect information.

4.5 For online and digital submissions, the Customer shall be solely responsible for providing correct personal data including valid contact details and selecting the appropriate service offerings. MT shall not be liable for:

(a) consequences arising from incorrect data entry by the Customer, including failure to receive verification codes or notifications;

(b) errors, omissions, or misunderstandings arising from the Customer's online or digital subscription process; or

(c) incorrect service or TV pack selections made by the Customer.

4.6 MT will use reasonable endeavours to provide the Service by the date indicated to the Customer but all dates are estimates and MT has no liability for any failure to meet any date.

4.7 In consideration of the payment by the Customer of the charges, fees and/or rentals, MT shall provide the Service during the subscription period subject to the compliance by the Customer with all the Terms and Conditions set out in this Agreement.

4.8 MT reserves the right to cancel or to delay the provision of the Service to a Customer, if the Service is not likely to be effected in satisfying conditions for the Customer 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 Agreement.

4.9 Occasionally MT may for operational reasons, including but not limited to repair, maintenance or improvement of the Service.

4.9.1 Change Login ID, password allocated to the Customer or the technical specification(s) of Service to match changes in the IP Network infrastructure.

4.9.2 Suspend the Service. MT will endeavour to provide reasonable notice of the suspension. MT will restore the Service as soon as it reasonably can after the suspension. MT will not be liable for any prejudice suffered by or caused to the Customer as a result of the suspension of the Service.

4.10 MT may occasionally give the Customer instructions which it believes are necessary for reasons of health, safety or quality of any telecommunications service provided by MT to the Customer or to any other Customer.

4.11 The Customer understands and agrees that the myt home Service is subject to immediate termination without compensation for noncompliance with the Terms and Conditions in this Agreement. Furthermore, the Customer will be responsible for the full amount of any tangible and intangible damages this may cause.

4.12 In the event the Customer transfers his telephone line within the same or to a different MT exchange after subscribing to the Service, his telephone line will be subject to clause 5.1.1. Normal MT transfer fee will apply.

4.12.1 If an email account is inactive for 12 consecutive months, MT reserves the right to put account into dormant state for a further period of 12 months, after which account shall be deleted. An account in a dormant state may be re- activated upon receipt of request for reactivation from the owner of the telephone line. Email addresses of deleted email accounts are not re- issued.

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

4.12.3 MT shall not entertain any claim for refund in the event of partial period's usage of the Service or set- top- box and/or if set-top-box is kept inactive by the Customer.

5.0 Access to myt home Service

5.1 Any connection to the service is subject to:

5.1.1 The service provision being made only through the MT normal telephone line to which the Customer subscribes or has been authorised to use by the renter of the line and the telephone number shall be indicated by the Customer in the myt Application Form.

5.1.2 The Customer premises being located within a MT Exchange Zone. Specifications and eligibility for respective services may vary according to Customer's location with respect to MT's Exchange.

5.1.3 Provision of the complete myt home services are subject to the fulfilment of technical specifications at the Customer's premises. Prior to or on installation of the Services, MT will carry out a survey of the Customer premises to determine whether provision of myt home Service is technically feasible.

5.1.4 MT shall allocate IP addresses for use in connection with the Service and retains all rights associated with the provided IP addresses.

6.0 Service Availability

6.1 The Customer acknowledges and agrees that service availability is subject to availability of resources including, without limitation, availability of a suitable fibre network infrastructure at the time the Service is requested or delivered.

6.2 A Customer will be deemed ineligible to sign up for the Service if fibre is not available at the Customer's premise and MT shall not be liable in any way whatsoever for lack of fibre coverage.

7.0 Traffic Policy

7.1 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.

7.2 myt home Service is a best effort service 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.

7.3 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.

7.4 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.

8.0 Term

8.1 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.

8.2 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.

8.3 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:

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

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

8.4 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.

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

9.0 Tariffs and Payment

9.1 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.

9.2 All outstanding MT telephone bills shall be paid in full before subscribing to the Service. The charges, fees and/or rentals of the Service and/or equipment shall commence from the date MT provisions the Service to the Customer.

9.3 Any technical assistance provided to the Customer upon request shall be invoiced over and above the service charges.

9.4 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.

9.5 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.

9.6 The monthly charges shall be billed on the telephone number as specified in the myt home Application Form.

9.7 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 reserves the right to invoice for the onsite assistance in the event the fault does not originate from MT's equipment or network.

10.0 MT'S Equipment

10.1 MT will provide the Customer with a suitable CPE/Equipment to access the Service.

10.2 On termination of Service, 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 16.24.

10.3 The Equipment shall remain the property of MT.

10.4 The Customer shall not:

(i) use or permit the use of any Service or install, connect, link or use (or permit the installation, connection, linking or use) of any equipment, telecommunications or broadcasting equipment in contravention of any law or in any manner or in connection with or for the purposes of any activities which would or may cause any irritation, annoyance, embarrassment, harassment, disturbance or nuisance of any kind whatsoever to or otherwise be prejudicial to the interests of any person including MT or which would disrupt the provision or operation of any telecommunications service or broadcasting service by MT;

(ii) carry out or permit to be carried out any additions, improvements, adjustments, modifications, alterations or replacements to any MT Equipment including software without the prior written consent of MT;

(iii) without the prior written consent of MT, use, or permit any Service to be used, in any way to directly or indirectly carry or transmit (or facilitate the carriage or transmission) of any message, data or information which does not belong to or originate from the Customer, for the purpose of telecommunications or facilitating telecommunications between persons which are not Customer, for the purpose of (or in conjunction with) the marketing, sale or provision of any telecommunications service or facility to any person or for the purpose of re-selling any Service;

(iv) allow or permit any person to utilise the Service or any MT Equipment or software or retain possession of any MT Equipment or Software without the prior written approval of MT; or

(v) use or permit any Service or any telecommunications equipment or broadcasting equipment to be used 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 any telecommunications service by MT or other licensees of ICTA, without the prior written consent of MT.

11.0 Equipment Warranty

11.1 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.

11.2 The warranty period will commence from the date of dispatch from our premises to the Customer.

11.3 The warranty period will not restart if a replacement unit is issued.

11.4 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 its 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.

11.5 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.

12.0 Installation, Cabling and Relocation of Equipment

12.1 To enable MT to provide the Service, certain Equipment may need to be installed at the Customer's Stipulated Premise. Before accepting the Customer myt home Application Form, MT may give the Customer some advice or any necessary preparation.

12.2 The Customer agrees and understands that if he/she is not reachable for an appointment date for the installation, upgrade or change in equipment of the Service for a period of sixty (60) days for standard applications or thirty (30) days for promotional offers despite reasonable efforts, MT may at its absolute discretion cancel the request (or MT shall deem request as cancelled).

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

12.4 Where the Customer is not the owner of the Stipulated Premise and/or any such third party authorization is required, the Customer will be responsible to obtain such necessary approval, permission and consent from the owner or such other party thereof for the installation and the work required to be carried out by MT for the purpose. The Customer further agrees to indemnify and hold MT harmless in respect of any claims against MT in respect of any and all work carried out by MT for the installation at the Stipulated Premises.

12.5 Where the Customer has authorised a third party representative to act on his/her behalf in the event he/she is not present at the Stipulated Premise during installation of the Service by MT, the Customer agrees not to hold MT liable for any representations and/or instructions made or given by such authorized representative to MT technicians.

12.6 In the event that MT believes that any installation at the Stipulated Premises would require, involve or incur: (a) any risk of injury to any person;

(b) the use of additional equipment;

(c) the relocation of any structure, fixture or fitting at the Stipulated Premises; or

(d) additional costs, expenses or man power resources, MT reserves the right to decline to proceed with any installation work or impose such conditions (including the provision of equipment or the payment of any charges or reimbursement of expenses by the Customer) as it may consider appropriate and defer the installation and the provision the Service to the Customer until after all such conditions have been fulfilled.

12.7 The Customer shall procure that work carried out by MT at the Stipulated Premises is not removed or relocated (whether within or outside the Stipulated Premises) without MT's prior written consent.

12.8 Upon conclusion of the installation process, the Customer or any of his/her authorised representative will be required to sign an order completion form acknowledging that the Service and equipment have been installed, activated and is fully functional to his/her satisfaction. MT shall not entertain any subsequent requests to remove and/or relocate any installation of cable and/or equipment unless the Customer agrees to pay such charges as may be imposed by MT therefore.

12.9 The Customer shall indemnify MT against all costs and expenses incurred in removing and/or relocating the installation of the cable or any equipment or posts used for the Service in the event any

owner or occupier of any property through, under, over, across, in or upon which such cable or equipment are placed, requests such removal or relocation.

13.0 TV Service

13.1 TV Service, Catch-Up and nPVR rights

(i) The Customer shall use the CPE provided by MT to access the Service on the TV set.

(ii) Each MT Set Top Box shall be connected to one TV set only.

(iii) MT will provide a password to allow the Customer to access the service.

(iv) The Customer manages his/her account via his/her password. A default password is provided after installation at Customer's premises. Customer should change this password regularly. MT will not be liable for any loss or damage arising out of the password remaining unchanged.

(v) Video content is classified according to age groups. These levels may be identified by their respective warning symbols on the TV screen.

(vi) To filter video content, a Customer shall set filtering levels by "genre" in the restricted mode.

(vii) MT shall provide a Programme Guide containing information on programmes available. The Programme Guide is indicative of the programmes available and as such MT does not guarantee the completeness or accuracy of the information.

(viii) TNT channels can be viewed from the myt TV portal. TNT channels are not broadcasted by MT. MT is thus not responsible for the quality and provision of the content.

(ix) Subject to the rights acquired by MT, the Customer can watch myt TV Channels via Catch-Up TV feature and record selected TV Content via the nPVR feature.

(x) MT shall not be liable in the event of loss of any content that the Customer may have recorded. The Customer understands that software updates may disrupt scheduled recording and MT is not liable for anything that does not record or for loss of content.

13.2 SVOD Services:

MT may offer SVOD services provided by third-party content providers as optional add-on services to the myt home Service

SVOD Services may be accessed on devices other than myt set top box subject to technical requirements including internet connectivity, compatible devices, and appropriate software.

13.2.1 The Customer is responsible for internet connectivity quality and device compatibility when accessing SVOD services.

13.2.2 MT shall not be liable for SVOD service failures arising from internet connectivity issues, third-party platform maintenance, or device incompatibility

13.2.3 SVOD services require separate recurring subscriptions. MT is not responsible for third-party content.

13.2.5 Each SVOD service is governed by separate specific terms and conditions which form part of this Agreement upon Customer subscription, and the Customer agrees to comply with such specific terms and conditions of each SVOD service provider, including any applicable terms and conditions that may appear on the Customer's viewing device screens from time to time prior to accessing the SVOD services and content.

13.2.5 SVOD content is for private, residential, non-commercial use only.

13.2.6 Content may not be suitable for all ages. Customers are responsible for parental controls and content suitability.

12.2.7 MT has no editorial control over SVOD content and accepts no liability for content claims. Each SVOD service is governed by separate specific terms and conditions.

13.2.8 SVOD services are charged as separate recurring monthly fees appearing on the Customer's telephone bill.

13.2.9 SVOD subscriptions may be cancelled independently of the myt home Service in accordance with the specific terms of each service.

13.2.10 MT acts as billing agent and platform facilitator. Content provision and service quality are the responsibility of third-party SVOD providers.

13.2.11 MT reserves the right to commercialised SVOD Services and/or the third party SVOD services on a standalone and/or as part of bundle offer with other Packs via myt TV platforms.

14.0 Use of Password/Access Codes

14.1 Password/Access codes will be assigned by MT to the Customer to access the Service through the Customer's MT telephone line.

14.2 Access to the Service is possible only after activation of the password/access codes provided by MT.

14.3 The Customer may at any time alter and at his discretion, the Password and Adult/Parental Control Code assigned to him/her for privacy protection.

14.4 The Customer is responsible for the protection of the secrecy of the password and Adult/parental control Code assigned to him at all times and shall ensure that the same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. The Customer shall be fully responsible and liable at all times for any loss or damage arising out of any use or misuse of his/her Password/ Access Codes and/or Adult Code/Parental Control code.

14.5 In the event the Customer forgets or loses his/her Access Codes/Password, the Customer shall immediately call 8902.

14.6 The Customer shall send to MT's Customer Service Centre one week prior notice in writing for any change he/she wishes to make in his/her login. This service may be billed by MT.

14.7 MT reserves the right to suspend the Customer's password/Access Codes to the Service any time if MT reasonably believes or suspects that there is or is likely to be a breach of security or suspicion of fraud.

14.8 Any continued access to this service, the rate of which may be stated in the Customer statement of account, means the Customer will be deemed to have accepted the service as is. MT reserves the right not to consider any retroactive compensation.

15.0 Relocation of Service

15.1 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 fibre network for Broadband Services.

15.2 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 relocation notwithstanding disruption in all or any of the individual Services.

15.3 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 and to offer the Customer other myt offers at the discretion of MT. If the Customer opts to take up the other myt offers, the early termination charges for the Service shall be waived. However, additional charges for relocation and installation of MT's equipment at the Customer's new premises shall apply. In

the event that the Customer decides not to take up the other myt offers, then the Customer shall be deemed to have terminated the Service and the early termination charges for the Service shall apply.

16.0 Customers' Obligations

16.1 The Customer shall at all time use the Service in accordance with the present Terms and Conditions and in accordance with the Laws of Mauritius and shall indemnify and hold harmless MT from any losses incurred by reason of breach of this clause.

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

16.3 The Customer 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 Agreement as if it were a party to it.

16.3 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 using the service for fax mailing.

16.4 This Agreement is personal to the Customer and accordingly the Customer may not assign or transfer his 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 Service with any other user outside his home network nor shall he use the service for business purposes.

16.5 The Customer 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.

16.6 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, and the Customer 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, nonexclusive license for the term of this Agreement to the Customer to use such software solely for the purpose of the Service under this Agreement.

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

16.8 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.

16.9 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: myt home Service provision outside of the Customer's premises, resale of bandwidth, Internet connectivity, audio visual content or services provided by MT or any content provider except as expressly authorized by MT inwriting.

16.10 The Customer 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.

16.11 The Customer shall permit MT authorised personnel to enter and remain on the Customer's premises and any other place under his control at reasonable times and for any reasonable lapse of time for the purpose of carrying out any inspection which MT may deem necessary for the purpose of this Agreement or to recover any CPE belonging to MT upon termination of this Agreement or any service provided.

16.12 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.

16.13 For any subscription to a myt home 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.

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

16.15 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.

16.16 The Customer 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.

16.17 The Customer shall, at all times, ensure that his personal equipment is compatible with myt home Services.

16.18 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 myt home services.

16.19 Connection and usage of any CPE shall be in strict compliance with applicable instructions, safety and security procedures as communicated by MT.

16.20 The Customer shall, at all times, use MT CPE equipment to access the myt home Services. The Customer shall be fully liable for any damage or loss in the event other CPE equipment is being used.

16.21 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.

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

16.23 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).

16.24 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 19.5), 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. In the event all that equipment is not returned within thirty (30) calendar days and/or not fully 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 (which includes Optical Network Terminal and set-top box), representing its replacement value; and (b) where applicable, any other charges (including parts and components) at MT's prevailing rates, billed on his 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.

16.25 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.

17.0 MT Rights and Obligations

17.1 MT shall have the right to examine the use of the Service by the Customer 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 in its network.

17.2 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 Customer with advance notice of such restriction.

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

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

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

17.6 In the event, the Customer'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 Customer depending on availability for use till the end of his subscription.

8.0 TV Channels and Quality of Service

18.1 The Customer acknowledges and agrees that the TV Channels/programmes and/or Contents are not owned by MT and are subject to broadcast rights of content owners, editors, producers and distributors. As such nothing in this Agreement shall be construed as imposing on MT the obligation of providing an uninterrupted, continuous and regular service.

18.2 The Customer agrees and accepts that MT reserves the right to discontinue, substitute, delete, modify or black out all or part of its TV Channels/programmes and/or Contents including any of its offers due to any commercial issue, any broadcasting rights issue or any other issue whatsoever, and MT shall not be held liable under such circumstances.

18.3 MT shall use its best of endeavours to offer a quality of service of a competent Infocom service provider.

18.4 The Quality of Service is subject to the following:

18.4.1 The proximity of the Customer to the MT Exchange

18.4.2 For myt home Service, the Customer's computer equipment must meet the minimum system requirements as set on the myt website

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

18.6 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.

18.7 Should a service interruption be due to an act or omission of MT and last for more than five (5) consecutive days, MT shall provide to the Customer a pro-rated credit of the subscription fee covering the period of interruption from the time such interruption is reported to MT. This remedy represents MT's sole liability for service interruptions and excludes any other damages or compensation claims.

18.8 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.

18.9 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.

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

19.0 Termination

19.1 The Customer may cancel any myt home Service order within seven (7) days after the myt home Service has been provisioned by MT by submitting the duly filled Cancellation Form.

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.

19.2 Termination shall be effective within fifteen working days from the date of receipt of Customer's request.

19.3 Notwithstanding Clause 19.1 hereof, the Service may be terminated forthwith by MT if:

19.3.1 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.

19.3.2 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 itis not in the public interest.

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

18.6 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.

18.7 Should a service interruption be due to an act or omission of MT and last for more than five (5) consecutive days, MT shall provide to the Customer a pro-rated credit of the subscription fee covering the period of interruption from the time such interruption is reported to MT. This remedy represents MT's sole liability for service interruptions and excludes any other damages or compensation claims.

18.8 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.

18.9 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.

18.10 MT reserves the right to charge the Customer for any intervention caused by a misuse of the Service by the Customer.19.4 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 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.

19.5 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.

19.6 Notwithstanding 19.4 and 19.5, 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. 19.7 MT may terminate the Agreement without notice if the Customer:

19.7.1 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;

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

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

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

19.7.5 for purposes of distributing "spam" or any other forms of mass unsolicited electronic communications; or

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

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

20.0 Notices and Instructions

20.1 MT shall publish all notices and/or instructions as regards the service on the Mauritius Telecom website at and/or on themyt TV Portal.

20.2 The Customer is required to regularly consult the Mauritius Telecom website and/or myt TV portal for instructions or any change in service.

20.3 MT shall not be liable for any disruption, loss and/or damage caused to or suffered by the Customer from a failure of the Customer to take cognisance of a notice or follow the myt home Service instructions.

20.4 The contents are subject to changes, replacement and/or interruption at any time at the exclusive discretion of MT.

20.5 MT is not owner and/or producer of the contents and has the right to commercialise the contents "as is" to its Customers.

20.6 MT reserves the right to replace any channel during the duration of the Agreement at its own discretion.

21.0 Force Majeure

21.1 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.

21.2 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 Customer for failure to supply the Service.

22.0 Disclaimer

The Customer acknowledges and agrees that any and all Service provided to him/her pursuant to this Agreement are provided to him/her pursuant to this Agreement are provided "as is" without any warranty of any kind and the use of the Services is entirely at his/her own risk. MT on its own behalf hereby expressly disclaims all warranties with regard to the Service whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement and any warranties arising from course of dealing or course of performance.

23.0 Technical Assistance

23.1 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 myt fixed telephone lines.

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

24.0 Disputes

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

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

24.3 Billing Disputes

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

24.3.2 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.

24.3.3 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.

24.3.4 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.

24.4 Other Disputes MT shall use its best endeavours to resolve any other dispute within 30 days to the satisfaction of both parties.

25.0 Liabilities

25.1 The Customer to the Service is aware that the Service may provide permanent access to the Internet, that his computer may remain connected to the Internet once the computer is powered up and that, in such conditions, it is the Customer's responsibility to take all necessary and appropriate measures so as to protect his data and/or software from, among other things, computer viruses on the Internet or the intrusion of a third party on his computer for whatever reasons since the Internet is not a secured network.

25.2 MT shall in no circumstances be liable for any damage caused to Customer'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.

25.3 MT makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/ or arising out of the Software used by the Customer to access the Services. In no event will MT be liable to the Customer for any damages whatsoever, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the Customer's use or liability to use the Software, even if MT or any of its authorized representatives has been advised of the possibility of such damages, or for any claim by any other party whomsoever.

25.4 MT has no control over the information transmitted to or from the Service and MT does not ordinarily examine the use to which Customer 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.

25.5 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.

25.6 MT shall not be liable for the quality of audio visual material which may be defective due to circumstances beyond its control including but not limited to source of origin, third party service, poor weather conditions and/or deteriorating telephone line conditions, nor shall MT be liable for the delay/ unavailability of audio visual material as detailed in the Electronic Programme Guide list at a given point in time.

25.7 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 Customer 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.

25.8 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 the damage or loss occurred or the cause of action arose.

25.9 MT shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information the Customer's account and particulars. Neither shall MT be liable for any error, omission, nor inaccuracy with respect to any information disclosed.

25.10 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 faults, acts or omissions occurring on networks outside its control.

26.0 Variation

26.1 MT reserves the right to amend, modify or vary the terms and conditions herein contained at any time and/or from time to time.

26.2 The Customer agrees that the updated terms and conditions posted on the Mauritius Telecom website and/or myt TV portal shall constitute adequate and constructive notice to him/her.

27.0 Assignment and Novation

27.1 The Customer shall not assign, transfer, novate or otherwise dispose of any rights or obligations under this Agreement without MT's prior written consent, which may be withheld in MT's absolute discretion.

27.2 MT may assign its rights and benefits under this Agreement to any affiliate, subsidiary, or third party without the Customer's consent. MT shall remain liable for its obligations unless otherwise agreed.

27.3 MT may novate this Agreement by substituting any affiliate or subsidiary as the contracting party. By accepting this Agreement, the Customer provides advance consent to such novation, provided the substitute entity assumes all of MT's obligations herein.

25.3 MT makes no warranty and hereby disclaims all liabilities whatsoever in respect of and/ or arising out of the Software used by the Customer to access the Services. In no event will MT be liable to the Customer for any damages whatsoever, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the Customer's use or liability to use the Software, even if MT or any of its authorized representatives has been advised of the possibility of such damages, or for any claim by any other party whomsoever.

25.4 MT has no control over the information transmitted to or from the Service and MT does not ordinarily examine the use to which Customer 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.

25.5 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.

25.6 MT shall not be liable for the quality of audio visual material which may be defective due to circumstances beyond its control including but not limited to source of origin, third party service, poor weather conditions and/or deteriorating telephone line conditions, nor shall MT be liable for the delay/

unavailability of audio visual material as detailed in the Electronic Programme Guide list at a given point in time.

25.7 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 Customer 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.

25.8 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 the damage or loss occurred or the cause of action arose.

25.9 MT shall not be liable for any loss or damages sustained by reason of any disclosure, inadvertent or otherwise of any information the Customer's account and particulars. Neither shall MT be liable for any error, omission, nor inaccuracy with respect to any information disclosed.

25.10 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 faults, acts or omissions occurring on networks outside its control.

26.0 Variation

26.1 MT reserves the right to amend, modify or vary the terms and conditions herein contained at any time and/or from time to time.

26.2 The Customer agrees that the updated terms and conditions posted on the Mauritius Telecom website and/or myt TV portal shall constitute adequate and constructive notice to him/her.

27.0 Assignment and Novation

27.1 The Customer shall not assign, transfer, novate or otherwise dispose of any rights or obligations under this Agreement without MT's prior written consent, which may be withheld in MT's absolute discretion.

27.2 MT may assign its rights and benefits under this Agreement to any affiliate, subsidiary, or third party without the Customer's consent. MT shall remain liable for its obligations unless otherwise agreed.

27.3 MT may novate this Agreement by substituting any affiliate or subsidiary as the contracting party. By accepting this Agreement, the Customer provides advance consent to such novation, provided the substitute entity assumes all of MT's obligations herein.

28.0 Severability

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

29.0 Data Protection

29.1 By having myt home service installed, the Customer is giving his consent to the following:

29.1.1 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.

29.1.2 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 and telephone number to third parties without the prior explicit consent of the Customer.

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

29.3 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).

29.4 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).

myt Dual Room

30.0 Provision of Service

30.1 myt Dual Room Dual Room is a service from MT which allows the Customer to watch myt TV Channels in another room, at the same time and same home with same fixed line number.

30.2 myt Dual Room is only applicable to myt TV service delivered via fibre connection.

30.3 The minimum period for myt Dual Room subscription is 12 months.

31.0 Description of Service

31.1 The myt Dual Room service requires two similar (2) decoders/STBs of same brand and model, which MT provides as part of Service. MT reserves the right to change / upgrade the brand and model of the decoder/STB from time to time to enhance the quality of service.

31.2 The Service can be supplied through either

31.2.1 Wired Connection; or

31.2.2 Wireless Connection (wireless connection will be available via MT Powerline if it is connected on the same electricity meter)

32.0 Using the service

32.1 The service is intended for home use only. Any content provided as part of the service and any recordings of such content should only be viewed in the private household or dwelling to which the service is registered. The Customer must not:

32.1.1 display any content in retail, business or commercial premises or for any business or commercial purpose; or

32.1.2 show any Channels or any additional TV service to the public or

32.1.3 use this "Dual room" service to extend the myt home service to other tenants/households in the same building where service is being implemented or any other neighbouring buildings.

33.0 Charges

33.1 The Customer agrees to pay all charges for the Service to MT. The Charges will include the following:

33.1.1 Dual Room Service Rental

The Dual Room Service rental refers to the monthly fixed charge payable by the Customer. Monthly rental

33.1.2 Monthly rental

The monthly rental refers to the monthly charges for myt home service payable by the Customer.
Installation fee

33.1.3 Installation fee

The Installation fee includes fee payable for technical works carried prior to the release of the Service and will be charged on the Customer's telephone bill.

34.0 End or suspend

34.1 MT may suspend access to any content, or end the service if:

34.1.1 The Customer fails to pay for the service or pay using a method other than that which MT have agreed with Customer; or

34.1.2 The Customer uses this "Dual room" service to extend the myt home service to other tenants/ households in the same building where service is being implemented or any other neighbouring buildings.

34.1.3 MT reasonably believes that the Customer is using the service in a way that does not comply with these TV service terms.

34.2 If MT ends this Agreement for any of these reasons during the minimum period, the Customer will have to pay the charges detailed in myt home terms and condition

Subscription to Commercialised Services

35.0 Commercialised Services

35.1 Commercialised Services include A la Carte Tv Channel, TV Packs, All myt TV Packs and SVOD offers. MT reserves the right to change the commercialised services, add, change, replace or remove the commercialised services including content thereunder at any time without any liability.

35.2 The Customer may subscribe to any Commercialised Services via any of the following means:

35.2.1 Visiting any Telecom shop; or

35.2.2 Online via myt.mu or

35.2.3 myt 4K Smart Box Remote control; or

35.2.4 myt care App: or

35.2.5 By calling our hotline on 8902

35.3 To subscribe to the commercialized services, the Customer shall:

35.3.1 Be at least 18 years old,

35.3.2 Be connected to the internet

35.3.3 Upon request from MT, the Customer shall provide to MT with proof of identity.

35.4 The Customer agrees to pay a monthly rental in his/her MT bill upon subscribing to of his/her chosen commercialised service. The pricing will vary and depend on the chosen commercialised service. Details on the prices may be found on myt website: www.myt.mu.

36.0 Minimum Term for TV Services

36.1 A La Carte

A la carte service carries no minimum terms and the Customer may cancel the service at any time, without incurring any additional charges provided that request for cancellation is done at a Telecom shop. The Customer will be charged pro rata basis on the number days the service was provisioned before cancellation.

36.1.1 TV Packs

Unless otherwise provided by MT, a contract of twelve (12) months [Minimum Subscription Period] is applicable upon subscription to the TV pack. The subscription period shall be tacitly renewed unless the Customer cancels the TV Pack in any Telecom shop before the end of the current subscription period.

36.1.2 In the event the Customer cancels the TV Pack before the Minimum Subscription Period, the Customer shall be liable to pay MT a penalty fee of Rs 500. The Customer may cancel the TV Pack at any time after the applicable Minimum Subscription Period without incurring any penalty charges.

Cancellation of service(s) shall be done by visiting any Telecom Shop with the National Identity Card and completing required formalities

36.2 All myt TV Pack

36.2.1 A contract of twelve (12) months is applicable upon subscription to all myt TV pack and is tacitly renewable. In the event the Customer cancels the subscription to All myt TV Pack before 12 months, the Customer shall have to pay MT a penalty fee of Rs1500.

36.2.2 Cancellation of All myt TV Pack with notice

The Customer shall be entitled to cancel his/her subscription without any penalty charges as from the second year onwards provided that the Customer gives not less than one (1) month notice in writing of his/her intention to terminate the Agreement.

36.2.3 Cancellation of All myt TV Pack without notice

If the Customer wishes to forthwith and without notice terminate the All myt TV Pack as from second year onwards then the Customer shall be liable to pay a penalty fee of Rs 1000. Cancellation of service(s) shall be done by visiting any Telecom Shop with the National Identity Card and completing required formalities.

37.0 Notice of termination accepted are as follows:

37.1 Notice of termination can be sent to MT :

(i) Via Post at Telecom Tower, Edith Cavell Street, Port Louis

(ii) Via Email at contact@telecom.mu

(iii) In person at any Myt shop together with his / her NIC.