Postpay Premium Bundle offer Agreement

1. Service Summary

a) The Postpay premium bundle offer is a bundled service consisting of the my.t postpay plans with a Device (iPhone/Android) purchased via instalment payment plan ("Offer") provided by Cellplus Mobile Communications Limited ("Cellplus").

b) The present document defines the terms and conditions ("Agreement") under which Cellplus provides the Offer to any existing myt mobile postpay Customer ("Customers") and under which the Customer avail the Offer. The signature of the Application Form implies the acceptance of the present Agreement.

c) The general terms and conditions of the Postpay and any respective Postpay plans conditions shall apply in addition to this Agreement.

d) In the event of any conflict between these Terms and the terms and conditions for Postpay, this Agreement shall prevail.

2. Definitions

a) "Application Form" means the application form to purchase the Device with myt mobile Postpay Mobile Plan.

b) "Device" refers to the commercialised devices by Cellplus which the Customer is eligible to purchase under the Offer.

c) "Device Price" is the price stipulated for the particular device on sale when the Customer agrees to subscribe to the Offer.

d) "Monthly Device Fee" is the monthly fee that the Customer is required to pay for the Device and shall appear in the Customer's monthly bill together with the Customer's chosen postpay plans.

3. Eligibility

a. The Offer is available subject to the Customer satisfying the following criteria:

I. Customer shall be owner of a myt mobile Postpay line for at least 6 months

II. Customer shall have no outstanding bills with Cellplus or any of its affiliates.

III. Customers shall make a downpayment of the device price upon subscribing to the Offer. The downpayment may vary depending on the Device make, brand and model that the Customers have chosen.

IV. The number of devices to which Customer may be entitled shall be limited to one device per Customer.

V. Customer shall be subject to MCIB check

b. Offer is available to Customers residing in Mauritius and Rodrigues only.

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c. The Devices on sale under the Offer are subject to availability of stock.

d. The Offer cannot be used in conjunction with any other plans or promotions.

e. Cellplus reserves the right to decline the Offer to any Customer if Cellplus has reasonable grounds to believe that the use of the service under the offer will constitute or might constitute a breach of the obligations in this Agreement.

4. Repayment Term

This Agreement starts when the Customer submits his/her duly filled Application Form and successfully completes all required formalities. The instalment payment plan for the Device shall be for a period of 24 months.

5. Customer's Obligations

The Customer agrees:

a) To pay all applicable fees and charges when due.
b) NottotamperwiththeSIMincludingtoremove,addorchangethemobiletelephone number;
c) not attempt to bypass our network and use the network of another provider;
d) To follow Cellplus' Fair Use Policy at all times when using my.t mobile postpay plans; e) Not to damage, interfere or modify Cellplus' network or any other connected network;
f) Not to resell, assign or transfer the my.t postpay plan to any third party;
g) To be solely responsible for the use, safe custody and maintenance of the Device; h) Not to use the Offer for any abusive, illegal or fraudulent purposes or in a manner which may cause damage to Cellplus' network, business or reputation;
i) Not to do anything that would interfere with the product warranty that applies to the Device;
j) To be responsible for monitoring his/her usage on the postpay plan and acknowledges that Cellplus is not responsible for informing of any excess usage.

6. Payment of Device

a) The Customer shall make a downpayment upon registration of the Offer depending on the Device model purchased.

b) The Customer shall pay consecutive monthly payments ("Monthly Device Fee") together with selected postpay charges which will appear on the Customer's monthly my.t mobile postpay bills.

c) The Customer shall have a right to repay all or part of the credit early at any time.

If the Customer partially repay the credit early, Cellplus will at its discretion either (i) apply the early repayment evenly across the Customer's Instalments and reduce his/her Instalments proportionately or (ii) reduce the number of Instalments to be made under this Agreement.

d) If the Customer disposes of the Device before full repayment, this does not affect the Customer's obligation to repay the full Device

e) In the event that the Device is replaced with another device of equal value due to faulty device then the Instalments for the monthly Device Fee do not change.

f) Any change of postpay plan do not affect the Customer's obligations to pay for monthly instalments for the Device.

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7. Ownership of Device

Title, interest and ownership in the device will pass to the Customer only upon full payment of all Monthly Device Fees.

8. Blocking, Termination and Suspension

8.1 a) Cellplus may block or restrict the use of the Device if

(i) cellplus suspects or finds that the Customer has committed fraud; or

(ii) despite Cellplus' reminders, the Customer has failed to remit the monthly fees of Postpaid plan and/or the monthly Device Fees

b) Cellplus may unblock the use of the Device upon receipt of the outstanding payment due.

c) If the Device is blocked due to fraud or suspected fraud, the Customer must contact 8900 for further instructions.

d) The Customer shall remain liable for the Monthly Fees in the event of loss the Device, account is barred or suspended, or if the use of Device is blocked, for any reason.

8.2 Cellplus reserves the right to suspend, terminate or serves notice of default in the event the Customer:

a) fail to pay us the Instalments or other sum due under this Agreement; or
b) (b) breach any clause of this Agreement (which includes Customers' obligations); or c) (c) in the case of a breach which the Customer does not remedy;or
d) (d) become bankrupt or are unable to pay its debts or if an interim order in bankruptcy is presented or made, or the Customer becomes apparently insolvent.

8.2 In the event of earlier termination for whatever reasons by either party, the Customer shall remain liable to pay to Cellplus any outstanding amount due for the Device and/or the myt mobile postpay plans.

9. DISCLAIMER OF WARRANTIES

Cellplus makes no express or implied warranties on the Device, including any implied warranties of merchantability or of fitness for a particular purpose. All claims relating to the Device, are covered by the warranty, if any, should be referred to the relevant supplier. Cellplus do not provide any warranty claim on any Device.

10. Miscellaneous

a) Cellplus shall use its best efforts to ensure service reliability with the Offer. However, network coverage and many other factors may affect the availability and performance of the Offer. Also, all our mobile network services are subject to device capabilities, network limitations and availability. Therefore, Cellplus cannot guarantee that the Offer will be fault free.

b) Cellplus is not responsible for any harm or loss the Customer may suffer as a result of any virus or other manipulating programme transmitted using Cellplus' service or over the Device, or any spamming, abusive or other inappropriate communication to the Customer by any person

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c) The Customer shall not assign or transfer his/her rights under this Agreement to anyone else unless it is agreed in writing.

d) Cellplus reserves the right to stop, suspend, amend or otherwise alter any offer, the applicable charges and any benefits derived through it, as well as these terms and conditions, as required by law or regulation. Unless otherwise stated, this will not affect the rest of the agreement with Cellplus.

e) If any provision of this Agreement is determined to be invalid or unenforceable, it will be severed fromthe Agreement, the remaining provisions will remain in full force and effect

f) Cellplus shall not be liable, without limitation, for other third party, acts or omissions, delays for provisioning of service, any such events outside the control of Cellplus and/or legal/regulatory reasons preventing Cellplus from providing the Service.

g) Dispute of any nature shall be resolved within 15 days.

h) This Agreement shall be governed by and construed in accordance with laws of Mauritius.

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