



## SIM REGISTRATION TERMS AND CONDITIONS

### 1. Acceptance

- 1.1 These Terms and Conditions (hereinafter referred to as “**Terms of SIM Registration**”) govern the registration of SIM in the Territory [as provided by Cellplus Mobile Communications Ltd (hereinafter referred to as “**Cellplus**” or “**the Company**”) under the brand name “my.t”] in accordance with the Information and Communication Technology (Registration of SIM) Regulations 2023 (hereinafter referred to as “**SIM Regulations**”).
- 1.2 The Terms of SIM Registration shall be read in conjunction with the General my.t mobile (Prepay & Postpay) Terms and Conditions. The Terms of SIM Registration, the General my.t mobile (Prepay & Postpay) Terms and Conditions, the Registration Form and our Privacy Policy available on our website shall together be referred to as the Agreement. In addition to the Agreement, specific terms governing my.t SIM services shall apply depending on the Customer’s subscription after successful activation of SIM. In the event of any inconsistency between the provisions of these Terms of SIM Registration and any of specific terms and conditions governing my.t SIM services, these Terms of SIM Registration shall prevail.
- 1.3 These Terms of SIM Registration are delivered electronically. The Applicant acknowledges and agrees that by completing and submitting the Registration Form, and use of the SIM thereof shall constitute acceptance and shall be legally bound by the terms and conditions of the Agreement and any such specific terms governing the my.t SIM service which the Applicant further accepts to have read and understood prior to registration.
- 1.4 The Applicant further understands and agrees that any personal data submitted will be processed in accordance with the Data Protection Act 2017, the Company’s Privacy Policy and the Information and Communication Technology (Registration of SIM) Regulations 2023.
- 1.5 The words and expressions used in these Terms of SIM Registration that are not defined herein or in the General my.t mobile (Prepay & Postpay) Terms and Conditions, shall have the same meaning given to them under the SIM Regulations.
- 1.6 For more information, please contact my.t customer care or read our FAQs.

### 2. Definitions

- “Applicant(s)”** means an Existing Customer or New a Customer of SIM or M2M SIM as further described at clause 5.
- “Authority”** means the Information and Communication Technologies Authority of Mauritius.
- “Authorised Agents:** means an agent duly authorised, in writing, by Cellplus to sell and register SIMs on behalf of Cellplus.



<b>“Existing Customer”</b>	means a natural person or legal person who is already a holder of my.t SIM before 31 October 2023 and is required to re-register his/her/its SIM before 30 April 2024 to continue using my.t SIM.
<b>“New Customer”</b>	means any new customer who wishes to purchase and becomes a Subscriber of my.t mobile SIM as at 31 October 2023.
<b>M2M SIM</b>	means a SIM used exclusively for machine-to-machine communication and providing no access to human-to-human communication.
<b>“Registration Channels”</b>	means the registration channels as made available by Cellplus from time to time to facilitate SIM registration which include Telecom Shops and online registration portal (through the internet).
<b>Registration Form</b>	means the duly filled electronic form by the Applicant via the Registration Channels to register the SIM in accordance with the SIM Regulations.
<b>SIM</b>	a detachable, or an embedded, Subscriber Identity Module used in a device connected to a mobile network to access the services of an operator. For sake of clarity this means SIM Card, eSIM and M2M SIM.
<b>“Subscriber”</b>	means a natural or legal person on whose name a SIM or M2M SIM is registered as at 31 October 2023.
<b>Territory</b>	means Republic of Mauritius.
<b>Verification System</b>	means a verification system put in place by the Authority through which the Applicants’ information can be retrieved and verified in real time from the relevant public database.

### 3. The SIM Regulations

- 3.1 The SIM Regulations will come into operation on 31<sup>st</sup> October 2023 requiring all Applicants to complete registration with respective mobile operators, in accordance with the SIM Regulations, to activate or continue the use of SIM or M2M SIM as applicable.
- 3.2 An Existing Customer (holder of a SIM prior 31 October 2023) shall have until the 30<sup>th</sup> of April 2024 to complete the registration of its/his/her SIM in accordance with the SIM Regulations, otherwise, the SIM shall be deactivated.
- 3.3 The registration of SIM shall be free-of-charge for all Applicants.
- 3.4 The SIM Regulations govern the registration of detachable SIM Card, embedded SIM (eSIM) and M2M SIM Card.
- 3.5 All category of SIM applicants shall fulfil the prescribed procedures of SIM registration as detailed below.



#### 4. Restriction

- 4.1 Any person below the age of 18 years old is not eligible to purchase a SIM or M2M SIM.
- 4.2 Tourists are not eligible to purchase M2M SIM.
- 4.3 The Applicant shall not purchase and/or register the SIM from unknown sources in the market or unauthorized persons. SIM registration shall only be done at the Registration Channels made available by Cellplus.

#### 5. Category of applicants

The SIM Regulations sets forth the various categories of applicants who are eligible to apply for a SIM or M2M SIM and are as follows:

Applicants	Type of SIM
Citizens	SIM, eSIM, M2M SIM
Non-citizens	SIM, eSIM, M2M SIM
Tourists	SIM, eSIM
Public body, Corporate body, Company, Diplomatic Mission or any other Organisation (together hereinafter referred to as "Corporate Body")	M2M SIM, SIM, eSIM
Person duly licensed by Tourism Authority to purchase of SIM on behalf of Tourist (individual/organisation)  (hereinafter referred to as "Tourist Enterprise")	SIM, eSIM

#### 6. Registration

- 6.1 Both New and Existing Customers may register their SIMs at any Telecom Shops located in Mauritius and Rodrigues.
- 6.2 New customers have the option to purchase and register their SIMs at any Telecom Shops or at Cellplus' authorized agents located across Mauritius and Rodrigues.
- 6.3 Re-registration of SIM by Citizen, Non-Citizen and on behalf of Corporate Body can be effected remotely via the online registration portal.
- 6.4 Existing customers cannot re-register their SIMs through Cellplus' authorized agents. The table below provides a detailed description of the registration channels available to each Applicant category and the specific eligibility requirements applicable thereto. All Applicants shall register their SIM through the appropriate channel as designated by Cellplus based on the Applicant's category and in accordance with the eligibility restrictions set forth herein.

Registration Channels	Applicable to which Category of Customer
Telecom Shops	<b>All New (first time registration) and Existing Customers (re-registration):</b>
	<ul style="list-style-type: none"> <li>• Citizen</li> <li>• Non-Citizen</li> <li>• Tourist</li> <li>• Corporate body for M2M SIM</li> <li>• Corporate body for SIM</li> <li>• Users(employees) to whom SIM have been assigned by Corporate body</li> <li>• Tourist Enterprise on behalf of Tourist</li> </ul>
Remotely (Online Registration Portal)	<b>New Customer (first time registration)</b>
	<ul style="list-style-type: none"> <li>• Corporate/organization for M2M SIM</li> <li>• Tourist Enterprise on behalf of Tourist</li> <li>• Users(employees) to whom SIM have been assigned by Corporate body</li> </ul>
Authorised Agents (Retailers)	<b>Existing Customers (Re-registration)</b>
	<ul style="list-style-type: none"> <li>• Citizen</li> <li>• Non-Citizen</li> <li>• Corporate body/organization</li> </ul>
	<b>Only New Customers( first time registration)</b>
	<ul style="list-style-type: none"> <li>• Citizen</li> <li>• Non-citizen</li> <li>• Tourist</li> </ul>

6.5 For certain categories of Applicants as specified by Cellplus, registration may also be completed remotely through the online registration portal provided by Cellplus ("Remote Registration"). Any Applicant opting for Remote Registration represents that he/she falls within an eligible category authorized for Remote Registration. The Applicant shall follow all instructions provided for completing Remote Registration and submitting the required information and documentation through the online registration portal. The Applicant represents that all submissions through the online registration portal are true, accurate, and complete. Cellplus reserves the right to request

additional documentation or to require in-person registration at its discretion. Use of the online registration portal for Remote Registration is subject to clause 15 below and all other applicable terms herein. In the event Cellplus becomes aware that customer has submitted wrong, false, incorrect or inaccurate information, Cellplus shall have the discretion to suspend the SIM until the proper document is timely submitted.

6.6 The Applicant shall complete the Registration Form and ensure that all information provided in the Registration Form, including any accompanying documents submitted by the Applicant, is true, accurate, complete, and current in all respects. The Applicant shall bear sole liability for any false, fraudulent, misleading, inaccurate, or omitted information or documents provided to Cellplus. Cellplus, as well as its affiliates, directors, employees, and agents, shall have no liability to the Applicant or any third party for consequences arising from the Applicant's provision of false, fraudulent, misleading, inaccurate, or omitted information or documentation.

6.7 Activation of SIM Card is subject to Applicants registering the SIM in accordance with mandatory requirements established by the ICT Authority as further detailed below.

## 7 Registration Requirements (New and existing Customers)

7.1 Irrespective of the Registration Channels, each Applicant is required to fully complete the Registration Form and submit same together with supporting documents as prescribed under the SIM Card Regulation.

7.2 The Applicant is required to submit the following documents:

	Category of Applicants	Supporting Documents required to complete registration
a)	<b>Citizen</b>	(i) A copy of National Identity Card or the personal details of his passport; and  (ii) A copy of utility bill not older than 3 months or any other proof of address.
b)	<b>Non-citizen</b>	(i) A copy of passport;  (ii) Unique Identification number;  (iii) A copy of residence permit or occupation permit; and  (iii) A copy of utility bill not older than 3 months or any other proof of address.
c)	<b>Tourist</b>	(i) A copy of passport or any other valid travel document; and  (ii) A copy of proof of address in Mauritius or Rodrigues, as applicable
d)	<b>Public body/Corporate body/Company/Diplomatic Mission/Organisation (M2M SIM)</b>	(i) A letter from that Corporate Body authorising the person acting on its behalf;  (ii) A copy of the National Identity Card or Passport of the duly authorised person as applicable;

		<p>(iii) A copy of utility bill of that Corporate Body not older than 3 months, if applicable or any other proof of address; and</p> <p>(iv) A copy of the Certificate of Incorporation of that Corporate Body, as applicable.</p>
e)	<p><b>Person duly licensed by Tourism Authority to purchase of SIM on behalf of Tourist</b></p> <p><b>(hereinafter referred to as "Tourist Enterprise")</b></p>	<p>(i) A copy of valid tourist enterprise license or tourist accommodation certificate issued by the Tourism Authority;</p> <p>(ii) In case of an individual, a copy of his Business Registration Number, and in case of a company, a copy of the Certificate of Incorporation;</p> <p>(iii) In case of a company, a letter from the organisation authorising an individual to act on his behalf;</p> <p>(iv) A copy of the National Identity Card or Passport of the duly authorised person as applicable; and</p> <p>(v) A copy of utility bill of that organisation not older than 3 months, if applicable or any other proof of address.</p> <p><b>Note: SIM needs to be registered in the name of the natural person to whom the SIM is personally assigned</b></p>
f)	<p><b>A person purchasing a SIM, other than M2M SIM, on behalf of a public body, a Corporate body, Company, Diplomatic Mission or any other Organisation.</b></p>	<p>The Applicant is required to submit the following documents:</p> <p>(i) A letter from that Corporate Body authorising the person acting on its behalf;</p> <p>(ii) A copy of the National Identity Card or Passport of the duly authorised person as applicable;</p> <p>(iii) A copy of utility bill of that Corporate Body not older than 3 months, if applicable or any other proof of address; and</p> <p>(iv) A copy of the Certificate of Incorporation of that corporate body, as applicable.</p> <p><b>Note: SIM needs to be registered in the name of the natural person to whom the SIM is personally assigned together with a letter from his/her Company authorising him/her to register the SIM in his/her own name</b></p>

### 7.3 Registration in Personal Name

7.2.1 Registration of a SIM in the name of any person other than the Applicant himself/herself shall be invalid and grounds for immediate SIM deactivation by Cellplus, except where:

- (a) the Applicant is the authorized representative of an organization or Tourist Enterprise permitted to register SIMs on its behalf as per the SIM Regulations; and

(b) the Applicant submits a valid authorisation letter from the Corporate body to act on its behalf along with all other mandatory information and documents in accordance with the SIM Regulations.

- 7.2.3 All Applicants warrant that the personal information furnished for SIM registration pertains to the Applicant only and not of any other individual. Cellplus reserves the right to initiate appropriate legal proceedings against any Applicant who wilfully registers a SIM using the identity documents of another person contrary to this clause.

## **8 Verification**

Depending on which Registration Channel the Applicant has done its registration, Cellplus shall proceed with a verification process through the Verification System in accordance with the SIM Regulations.

### **8.1 Verification for registration done at Telecom Shops**

8.1.1 Where the required documents under the SIM Regulations are submitted in person via Telecom Shops, Cellplus shall:

- (a) take a coloured photograph of the Applicant and verify the photograph against:
  - (i) the National Identity Card photo retrieved through the Verification System, where the person is a Citizen; or
  - (ii) photo from the passport or such other identification document, where the person is a Non-Citizen;
  
- (b) electronically verify on a real time basis, through the Verification System the National Identity Card or passport details or particulars of any other travel document of the person.

### **8.2 Verification for Remote Registration (via Online Registration Portal)**

8.2.1 Where the required documents under the SIM Regulations are submitted remotely via online registration portal, Cellplus shall:

- (a) perform a liveness detection;
  
- (b) obtain a coloured photograph of the person;
  
- (c) perform an image check of the Applicant's photograph against
  - (i) the National Identity Card photo retrieved through the Verification System, where the person is a Citizen; or
  - (ii) the photo from the passport or other travel document, where the person is a Non-Citizen; and
  
- (d) electronically verify on a real time basis, through the Verification System the National Identity Card, or the passport or valid travel document details, of the person.



### **8.3 Proof of address**

- 8.3.1 The Applicant represents, warrants, and certifies that any document provided as proof of the Applicant's address is accurate, valid, complete and not older than three (3) months, as of the date of submitting such documentation. The Applicant acknowledges that Cellplus shall rely upon the Applicant's proof of address documentation to meet regulatory requirements for SIM registration.
- 8.3.2 In the event that the Applicant does not hold any proof of address in his/her own name, it shall be his/her sole responsibility to arrange for all necessary valid and authentic documentation that verify his/her current residential address. The Applicant further agrees to promptly provide additional or updated proof of address upon request by Cellplus.
- 8.3.3 The Applicant understands that providing false and misleading proof of address constitutes an offence under the SIM Regulations as detailed at clause 16.3. The Applicant shall bear sole responsibility and liability for the accuracy of proof of address documentation. Cellplus shall not be liable for any damages resulting from the Applicant's provision of falsified, altered, invalid or inaccurate proof of address.
- 8.3.4 The Applicant consents to suspension and/or deactivation of the SIM and services thereof in the event invalid proof of address documentation is provided. The Applicant further agrees to indemnify and hold harmless Cellplus from any claims or liability arising from the Applicant's failure to provide valid proof of address documentation.

## **9 Registration under exceptional circumstances**

In the event of any technical malfunctioning preventing Cellplus from carrying out electronic verification on a real time basis, through the Verification System put in place by the Authority, the following alternate registration process shall apply:

### *9.1 For Citizens:*

- 9.1.1 If documents are submitted in person, Cellplus will take a colored photograph of the customer and make a copy of the National ID card to verify against the photograph.
- 9.1.2 If documents are submitted remotely via online portal, Cellplus will obtain a colored photograph of the customer and a copy of the National ID card to perform an image check against the photograph on the ID Card.

### *9.2 For Non-Citizen Residents:*

- 9.2.1 Cellplus will obtain:
- (i) a copy of passport or valid travel document details;
  - (ii) a copy of the Unique ID number; and
  - (iii) a copy of his residence permit or occupation permit as applicable.
- 9.2.2 If documents are submitted in person, Cellplus will take a colored photograph and verify against passport photograph.

- 9.2.3 If documents are submitted remotely via online portal, Cellplus will perform an image check against passport photograph.

**9.3 For Tourists:**

9.3.1 Cellplus will obtain:

- (i) A copy of the passport or identification document details; and
- (ii) A copy of valid visa details or entry permit.

9.3.2 If documents are submitted in person, Cellplus will take a colored photograph and verify against passport photograph.

9.3.3 If documents are submitted remotely via online portal, Cellplus will perform an image check against passport photograph.

**9.4 In all cases:**

9.4.1 Cellplus will take or obtain a coloured photograph of the person; and

9.4.2 Cellplus will take or obtain a copy of his/her recent utility bill(not later than 3 months) or any other proof of address.

9.4.3 For online submissions, Cellplus will perform a liveness detection.

9.5 Pending the restoration of the Verification System and subject to the Applicant fulfilling all regulatory requirements stipulated for SIM registration, Cellplus shall:

- (i) provide a temporary identification code to such application;
- (ii) register and activate the SIM card in the name of Applicant; and
- (iii) Inform the Applicant that an online verification will be performed when the system is available.

9.6 Upon restoration of the Verification System, Cellplus shall, forthwith electronically verify on a real time basis through the Authority, the documents (ID Card or passport details or any identification details) furnished by Applicants during the interim registration period. In the event that the personal details of any Applicant are deemed inadequate or insufficient to meet regulatory requirements pursuant to the electronic verification, Cellplus shall immediately notify the concerned Subscriber and shall proceed with the deactivation of the relevant SIM.

## **10 Activation**

10.1 Subject to the Applicant [category of applicant at table 7.2 (a)-(d)] submitting all required information and documents and successful verification documents against the Verification



System in accordance with clause 8 above, Cellplus shall register the SIM or M2M SIM in the name of that person and/or company

10.2 Subject to the Applicant [category of applicant at table 7.2 (e)-(f)] submitting all required information and documents and successful verification documents against the Verification System in accordance with clause 8 above, Cellplus shall register:

(a) the SIM record ownership of the SIM other than M2M SIM in the name of that Corporate Body (Public body/Corporate body/Company/Diplomatic Mission or Tourist Enterprise).

(b) register the SIM card in the name of the natural person to whom the SIM card is personally assigned, then activate the SIM card (in the event when purchase on behalf of Public body/Corporate body/Company/Diplomatic Mission or Tourist Enterprise).

## 11 Deactivation

11.1 Notwithstanding automatic cancellation of SIM (prepay only) for three (3) consecutive months of inactivity, Cellplus shall deactivate a SIM or M2M SIM upon receipt of written request from the Subscriber.

11.2 Where a Subscriber passes away and his/her death has been recorded in the relevant government database, his/her SIM or M2M SIM shall be deactivated by Cellplus 15 days after the death has been recorded.

11.3 Cellplus shall deactivate the SIM or M2M SIM of a Subscriber on the following day of the expiry or cancellation of a residence permit or occupation permit, if the Subscriber is a Non-Citizen but resident of the Republic of Mauritius.

11.4 Cellplus shall deactivate the SIM of a tourist Subscriber on the following day of the expiry or cancellation of a visa or entry permit.

11.5 Notwithstanding clause 11.1, where a registered individual Subscriber falling under the category of Public body, Corporate body, Company, Diplomatic Mission or any other organisation, has requested for deactivation of SIM, Cellplus shall deactivate the SIM unless the Public body, Corporate body, Company, Diplomatic Mission or any other organisation has already made a change of information in accordance with the SIM regulations, within 30 days after being notified by Cellplus.

11.6 Notwithstanding clause 11.2, where a registered individual Subscriber falling under the category of Public body, Corporate body, Company, Diplomatic Mission or any other organisation, has passed away and death has been recorded in the government database, Cellplus shall deactivate the SIM unless the Public body, Corporate body, Company, Diplomatic Mission or any other organisation has already made a change of information in accordance with the SIM regulations, within 30 days after being notified by Cellplus.

## 12 Obligations



## 12.1 The Corporate Body

The Company shall:

- 12.1.1 ensure that the person who is designated by the Company to act on its behalf is duly authorised by the Company to buy SIM on its behalf;
- 12.1.2 provide a letter authorising the authorised person to act on its behalf;
- 12.1.3 provide a copy of its recent utility bill not more than 3 months and its copy of certificate of incorporation;
- 12.1.4 notify Cellplus of any change of information concerning the company;
- 12.1.5 ensure that each of its employee, to whom a SIM has been assigned, register the SIM in his/her own name in order to activate it pursuant to the SIM Regulations;
- 12.1.6 provide an authorisation letter to each employee, to whom the SIM was allocated, to register the SIM in the name of the employee;
- 12.1.7 promptly notify Cellplus if a SIM is no longer being used by the employee it was assigned to;
- 12.1.8 promptly notify Cellplus of any change in ownership of SIM or any other change of information; and
- 12.1.9 also promptly inform Cellplus if an employee who has been assigned a SIM passes away.

## 12.2 Obligation of the employee of Corporate Body

- 12.2.1 All employees that have been assigned a SIM by their company, shall register the SIM in their own name by submitting all the documents as per clause 7.2 depending on which category of Applicant they fall under. They shall also submit the authorisation letter their Company has provided to them for registration otherwise they will not be able to register the SIM.
- 12.2.2 Cellplus shall not be liable if employees are not able to register their SIM and the SIM is deactivated after 30 April 2024 in the event their company fails to provide the employee an authorisation letter.
- 12.2.3 Cellplus shall not be liable if employees are not able to register their SIM in the event their company fails to provide the employee an authorisation letter.

## 12.3 Obligation of the Tourist Enterprise

12.3.1 The Tourist Enterprise/tour operator shall:

- 12.3.1.1 ensure that the person who is designated by the tourist enterprise to act on its behalf is duly authorised by the tourist enterprise to buy SIM on its behalf.
- 12.3.1.2 provide a letter authorising the authorised person to act on its behalf.
- 12.3.1.3 provide a copy of its recent utility bill not more than 3 months and its copy of certificate of incorporation.
- 12.3.1.4 shall notify Cellplus of any change of information concerning the company.



- 12.3.2 Cellplus shall not be liable for any reason whatsoever in the event the Tourist to whom the tourist enterprise provide a SIM to, fails registration of the SIM.
- 12.3.3 Cellplus shall not be liable for any reasons whatsoever if any Applicants fails to register and/or deactivate the SIM register during exceptional circumstances in the event verification against public database failed or Applicants records does not match the public body database.

### **13 Post Registration Subscriber's Obligations**

#### **13.1 Change of Information**

- 13.1.1 The Subscriber shall notify Cellplus of any change in his personal information used for SIM Registration, not later than 90 days after such change.
- 12.1.2 Where Cellplus has become aware that there has been a change in the personal data of its Subscriber, Cellplus shall update its database and notify the updates to the Subscriber.

#### **13.2 Transfer of Ownership**

Transfer of ownership of a SIM can be effected with the written consent of the current Subscriber to the new owner. Thereafter the new owner shall register the SIM in accordance with the SIM Regulations.

#### **13.3 Lost or stolen SIM or M2M SIM**

- 13.3.1 In case of lost or theft of the SIM or M2M SIM, the Subscriber shall, within 48 hours, report the matter to the police and obtained a police memo.
- 13.3.2 Subject to 13.3.1, the Cellplus or Authorised Agent shall replace a lost or stolen SIM or M2M SIM subject to the Subscriber informing Cellplus and producing the police memo.
- 13.3.3 Subject to 13.3.1, Cellplus shall deactivate a stolen or lost SIM or M2M SIM upon the Subscriber providing his/her written consent of such deactivation and producing the police memo.
- 13.3.4 The Subscriber shall, until such time Cellplus is notified for lost or stolen SIM, be fully liable and shall pay Cellplus for all calls made using the SIM card whether or not the SIM card has been stolen or lost and the Subscriber hereby undertakes to indemnify Cellplus in full and hold it harmless for any liability fees costs charges or expenses it may suffer or incur by reason of any fraudulent use of the SIM Card or by reason of the SIM Card being stolen or lost.



- 13.3.5 The Subscriber shall in the event of loss or theft of the SIM card as aforesaid remain responsible and accountable to Cellplus for use of the SIM Card up to the time Cellplus is notified in accordance with clause 13.3.2 above.

#### **13.4 Replacement of destroyed or damaged SIM or M2M SIM**

Cellplus shall replace a destroyed or damaged detachable SIM Card or M2M SIM and reactivate the service thereof upon successful verification of the original registration and ownership of such SIM and the submission of the destroyed or damaged SIM to Cellplus.

#### **13.5 Other Subscriber's Obligations**

- 13.5.1 The Subscriber undertakes not to sell, assign or transfer the service, SIM card or any assigned MSISDN to any person without complying with the registration requirement under the SIM Regulations and the prior written consent of Cellplus.
- 13.5.2 The Subscriber agrees and acknowledges that the SIM card or M2M SIM and the rights therein shall at all times remain the inalienable and non-transferable property of Cellplus.
- 13.5.3 The Subscriber agrees that he/she shall at all times be responsible and accountable to Cellplus for the proper use and preservation of the SIM card. In the event the Subscriber continuously neglects to use the SIM card or the number provided for a consecutive period of 90 days, Cellplus may suspend the number and reallocate the number for use to another Applicant after 6 months.
- 13.5.4 The Subscriber agrees and covenants to indemnify Cellplus in full for all the charges that Cellplus may incur or suffer by reason of re-activating the SIM card arising as a result of any fraudulent claim.
- 13.5.5 The Subscriber confirms and warrants that the he/she has capacity to enter into this contract and to perform the Subscriber's obligations as herein set out.
- 13.5.6 The Subscriber further warrants and confirms that information and particulars of the Subscriber given to Cellplus are true and the Subscriber shall notify Cellplus in accordance with clause 12.1 above of any changes and the Subscriber undertakes to provide Cellplus with information or documents required by Cellplus or the Authority from time to time.
- 13.5.7 The Subscriber acknowledges that he/she shall not use the SIM or M2M SIM or the service thereof related for any criminal or immoral purposes and shall be solely responsible for any consequences arising from such criminal or immoral use of the SIM or M2M SIM or services thereof.

#### **14 Data Protection**

- 14.1 Cellplus are committed to respecting the privacy of its Subscribers' personal data. All personal data submitted to Cellplus shall be processed in accordance with our Company's Privacy Policy, the Data Protection Act 2017, as amended from time to time and the Information and Communication Technology (Registration of SIM) Regulations 2023. Please see our Privacy Policy found at [https://www.myt.mu/pdf/p\\_policy.pdf](https://www.myt.mu/pdf/p_policy.pdf).



- 14.2 All personal data submitted will be used to fulfil regulatory requirements under the SIM Regulations in order to validate and process the registration of SIM or M2M SIM in the name of the Subscriber. Cellplus have put in place appropriate security and organizational measures in order to ensure a reasonably high level of security in the processing of the Subscriber's personal data.
- 14.3 All personal data provided will be kept only as long as legally required pursuant to the SIM Regulations.
- 14.4 Cellplus assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond Cellplus' control.
- 14.5 Cellplus shall not share any of the Subscriber's personal information to third parties unless it's requested by the Subscriber or it is legally required to do so by a statute.

## **15 Liability**

- 15.1 The Subscriber shall hold Cellplus, its affiliates and/or any of its directors, officers, employees or agents free and harmless from any demands, suits, or claims (i) resulting from any delay in the performance or non-performance by Cellplus of its obligations under the SIM Regulations, including the activation or reactivation of SIMs where the delay or non-performance resulted from an act or omission by the Subscriber that prevented Cellplus from promptly performing its obligations, or (ii) a deactivation of the Subscriber's SIM through the Subscriber's fault, error, negligence or inaction.
- 15.2 The Subscriber shall be liable for any and all transactions made and services availed using the SIM during and after the SIM Registration. Transactions ranging from calls, texts, data, usage, to availing of VAS services of Cellplus shall be under the full responsibility of the Subscriber.

## **16 Use of the Online Registration Portal**

- 16.1 The Applicants who are eligible for Remote Registration are subject to the following terms:
- (i) Internet access and an internet-enabled device are prerequisites for Remote Registration.
  - (ii) Cellplus does not guarantee uninterrupted access to the online registration portal, which may be subject to periodic downtime due to maintenance requirements or other technical issues beyond Cellplus' reasonable control which include without limitation public database owned and operated by a third party. Cellplus shall not be liable for any interruption in the Applicant's access to or use of the online registration portal.
  - (iv) The Applicant acknowledges and agrees that he/she shall be solely responsible for all SIM or M2M SIM registration performed through Cellplus' online registration portal. Cellplus shall not bear any liability for any loss, damage, or other adverse consequence arising from or related to any vicarious registration undertaken by a third party in the name of the Applicant, with or without the latter's consent via the online registration portal.



- (v) Cellplus shall not be liable for any loss or damage resulting from any person performing SIM or M2M SIM registration on your behalf via the online registration portal, with or without your consent.
  - (vi) Applicants shall be solely responsible for the accuracy and completeness of all information furnished by them on the online registration portal. Cellplus reserves the right to deactivate any SIM or M2M SIM registered through the portal if any information is found to be inadequate, inaccurate or fraudulent.
  - (vii) Cellplus does not warrant that the online registration portal will be compatible with the Applicant's devices or available in all countries/geographical regions. Applicants are advised to ascertain compatibility prior to using the portal.
  - (viii) Cellplus shall not be liable for any failure of hardware, software, or other technology belonging to or utilized by the Applicant which may impact access to or use of the online registration portal.
  - (ix) Cellplus reserves the right to suspend, discontinue, or amend the online registration portal at any time without notice. Applicants shall not hold Cellplus liable for any loss or inconvenience resulting therefrom.
- 16.2 The Applicant shall not use the online registration portal for any purpose other than registering a SIM or M2M SIM. Without limiting the foregoing, the Applicant shall not:
- (a) access or use the online registration portal for any unlawful, harmful, fraudulent, infringing, obscene, or otherwise objectionable activities;
  - (b) interfere with or disrupt the integrity or performance of the online registration portal or the data contained therein;
  - (c) attempt to gain unauthorized access to the online registration portal or its related systems or networks;
  - (d) use any bots, spiders, scrapers, or other automated means to access, monitor, copy, or extract data from the online registration portal;
  - (e) Collect or store personal information about other users without their consent'
  - (e) impersonate any person or entity or provide false or misleading information when registering a SIM;
  - (f) Infringe the intellectual property rights of others;
  - (g) violate any applicable laws, regulations, or third party rights in connection with use of the online registration portal.
- 16.3 Violation of this provision shall be deemed a material breach of this Terms of SIM Registration. Cellplus reserves the right to suspend or terminate Applicant's access to the portal in the event of any such violation.



- 16.4 The Applicant further agrees and acknowledges that Cellplus provides the online registration portal on an "as is" and "as available" basis and makes no warranties, express or implied, regarding the operation or performance of the portal.

## **17 Miscellaneous Provisions**

- 17.1 For postpaid SIM cards associated with an account that has an overdue balance, the Applicant will be required to settle any outstanding sums owed prior to the SIM card being activated or service resumed.
- 17.2 The Terms of SIM Registration shall be governed and construed in accordance with the laws of the Republic of Mauritius.
- 17.3 Notwithstanding anything to the contrary contained herein, Cellplus reserves the right to deactivate the SIM temporarily or permanently, in the event that the Applicant/Subscriber contravenes the SIM Regulations or any of the provisions contained herein.
- 17.4 The Applicant shall be liable, on conviction, to a fine not exceeding Rs 50,000 and to imprisonment for a term not exceeding one year, if he gives any information or furnishes any document which is false or misleading when registering a SIM or M2M SIM.
- 17.5 The Applicant/Subscriber shall hold Cellplus and/or any of its directors, officers or employees harmless from any demands, suits, or claims and shall indemnify Cellplus against all such liabilities, losses, damages, costs, charges, expenses (including legal costs) incurred by or brought against Cellplus arising directly or indirectly out of or in connection with any breach by the Applicant/Subscriber of his/her obligations hereunder.
- 17.6 Cellplus reserves the right at its absolute discretion to modify, delete, or add to any of the terms and conditions of the SIM Registration Service at any time.