



my.t everywhere

1. Definition of Terms

- 1.1 **Agreement:** means these terms and conditions, including any annexes, amendments, schedules and any order forms.
- 1.2 **Cellplus:** means Cellplus Mobile Communications Ltd, a subsidiary of Mauritius Telecom Ltd.
- 1.3 **Customer:** means any individual or entity renting the my.t everywhere Equipment.
- 1.4 **Equipment:** means the my.t everywhere hotspot device, including any accessories, cables, power adapters, and ancillary components supplied therewith provided on a rental basis.
- 1.5 **Force Majeure:** A Force Majeure event shall include, but not limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extreme severe weather conditions, flood, landslide, earthquake, storm, lightning, acts of terrorism, outbreak of military hostilities, pandemic, major technical failure, riot, explosions, strikes or other labour unrest, civil disturbance, cyber-attacks, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party, including any change in law, regulation, or governmental order.
- 1.6 **SIM:** means the data-only SIM card supplied by Cellplus and locked to the Equipment for use with an eligible my.t Postpay Mobile Data Plan.
- 1.7 **Rental Commencement Date:** means the date on which the Equipment is delivered or made available to the Customer.

2. Acceptance of Terms

- 2.1 These terms and conditions govern only the rental and use of the Equipment.
- 2.2 These terms and conditions are self-contained and govern the rental of the Equipment. The Customer's use of any mobile data service accessed through the Equipment shall be governed by the applicable service terms and conditions, which are independent of this Agreement.
- 2.3 By renting the Equipment, the Customer confirms that he/she has read, understood and agrees to be bound by these terms and conditions.



- 2.4 Cellplus reserves the right to amend these terms and conditions at any time, subject to regulatory approval.
- 2.5 Cellplus reserves the right to approve or reject any rental application at its discretion for reasons including but not limited to cases of unpaid subscriptions or outstanding balances.
- 2.6 Rental Commencement Dates communicated to the Customer are estimates only, and Cellplus shall not be liable for any delay in meeting such dates.

3. Equipment Use and Network Compatibility

- 3.1 The Equipment is provided on an “as is” basis. Cellplus makes no representations or guarantees regarding mobile network availability, coverage, performance, or data transmission, which are governed exclusively by the applicable, my.t Postpay Data Plan and its terms and conditions.
- 3.2 The Customer shall not attempt, nor permit any third party to attempt, to:
 - 3.2.1 Unlock, alter, or reconfigure the Equipment for use on any other network; or
 - 3.2.2 Use the Equipment with any network, service, or configuration other than on Cellplus’ network.
- 3.3 Cellplus shall not be liable for any damage, malfunction, or service and/or Equipment failure resulting from unauthorised network use.

4. Equipment Delivery, Installation and Customer Responsibilities

- 4.1 Delivery and Acceptance
 - 4.1.1 Cellplus shall make available the Equipment for collection at a designated Telecom Shop outlet or deliver the Equipment to the Customer at the address specified in the application form.
 - 4.1.2 The Customer shall inspect the Equipment upon delivery or collection and report any defects, damage, or missing components to Cellplus within 2 working days. Failure to report within this period shall constitute acceptance of the Equipment in good working condition.
 - 4.1.3 Risk of loss or damage to the Equipment shall pass to the Customer upon delivery or collection.
- 4.2 The Customer shall:



- 4.2.1 Provide adequate and safe space for the use of the Equipment.
- 4.2.2 Ensure stable and suitable power supply connections for the Equipment.
- 4.2.3 Ensure safety and prevent interference or damage from third-party equipment(s).
- 4.2.4 Comply with power utilisation standards.

4.3 SIM Responsibility

- 4.3.1 The SIM required for the operation of the Equipment shall be supplied and owned by the Customer.
- 4.3.2 The Customer shall be responsible for ensuring that the SIM remains active, compatible, and correctly used.
- 4.3.3 Cellplus shall not be liable for inability of use of the Equipment arising from suspension, deactivation, incompatibility, or misuse of the SIM.

4.4 Data Plans

The Equipment is compatible with the eligible my.t Postpay Mobile Data Plans, as communicated by Cellplus to the Customer at the time of subscription. Details of available data plans, including pricing, are set out in the applicable data plan tariff schedule, available at my.t.mu or at any Telecom Shop.

4.5 Equipment Rental

- 4.5.1 The Equipment is provided to the Customer on a rental basis for the duration of the Agreement.
- 4.5.2 Ownership of the Equipment shall remain vested in Cellplus at all times and no right, title, or interest shall pass to the Customer, unless purchased by the Customer as per clause 8.7.
- 4.5.3 The Customer shall pay a monthly rental fee for the Equipment, as communicated at the time of subscription and reflected on the Customer's bill.
- 4.5.4 The Equipment shall be used solely in accordance with the terms of this Agreement and with the Cellplus' network.
- 4.5.5 A one-off device fee of Rs 1,000 (VAT inclusive) shall be payable upon subscription. This device fee is non-refundable under all circumstances.
- 4.5.6 The Customer shall:



- 4.5.6.1 take reasonable care of the Equipment while in possession;
- 4.5.6.2 not sell, sublet, transfer, pledge, or tamper with the Equipment;
- 4.5.6.3 not remove or replace the SIM in a manner that may damage the Equipment;
- 4.5.6.4 promptly notify Cellplus in the event of loss, theft, or damage to the Equipment.

4.6 Equipment Warranty and Maintenance

- 4.6.1 Cellplus warrants that the Equipment shall be in good working condition at the time of delivery. During the term of this Agreement, Cellplus shall repair or replace (at its sole discretion) any Equipment found to be defective due to manufacturing defect or normal wear and tear, provided the defect is not attributable to the Customer's misuse, negligence, or unauthorised modification.
- 4.6.2 The Customer shall promptly notify Cellplus of any defect or malfunction. Cellplus ~~shall~~ will endeavour to repair or replace the defective Equipment within a reasonable timeframe.
- 4.6.3 This warranty does not cover damage resulting from:
 - 4.6.3.1 misuse, abuse, negligence, or accident;
 - 4.6.3.2 unauthorised repair, modification, or tampering;
 - 4.6.3.3 exposure to conditions inconsistent with the Equipment's specifications;
 - 4.6.3.4 use in breach of this Agreement; or
 - 4.6.3.5 normal cosmetic deterioration.
- 4.6.4 Cellplus may, from time to time, update the firmware or Software of the Equipment. The Customer consents to such updates, which may be applied remotely. Cellplus shall not be liable for any temporary interruption in the use of the Equipment arising from such updates.

5. Contract Duration and Purchase Option

- 5.1 The equipment rental shall have a fixed term of twelve (12) months, commencing on the Rental Commencement Date



- 5.2 Upon expiry of the twelve (12) month term, the Customer may, at his/her option, purchase the Equipment and associated accessories for Rs 2,500. Payment of this amount transfers ownership of the Equipment to the Customer.

6. Customer Obligations

The Customer shall:

- 6.1 Ensure the Equipment is used in compliance with these terms and conditions.
- 6.2 Not use the Equipment for any unlawful or harmful activities.
- 6.3 Be responsible for all usage, including misuse by any person having access to the device provided by Cellplus.
- 6.4 Comply with all applicable legislations, directives, and guidance issued by Cellplus.
- 6.5 Promptly inform Cellplus of any fraud or theft relating to the Equipment.

7. Charges and Billing

- 7.1 The Customer shall pay all applicable charges as specified by Cellplus.
- 7.2 Payment after the Due Date shall carry an interest rate of 10% without need for any judicial or extra-judicial formality.
- 7.3 For online rental applications, Customers may opt for delivery by Cellplus' designated delivery partner, Delivery fees, if applicable, shall be prepaid by the Customer at the time of order.
- 7.4 Monthly rental and the one-off device fee shall appear on the first bill.
- 7.5 Any applicable equipment rental fees, non-return charges, damage-related costs, or device replacement costs due to theft shall be reflected on the Customer's bill and shall be payable in accordance with the billing terms set out herein.

8. Suspension, Termination and Non-Return Fees

- 8.1 Cellplus may suspend or terminate the Agreement in the event of non-payment, breach of terms, or as required by law or regulation.



- 8.2 Notwithstanding anything to the contrary contained herein, Cellplus reserves the right to discontinue the my.t everywhere product or to withdraw the Equipment from commercialisation at any time, for any reason, including but not limited to commercial, technical, regulatory, or operational considerations. In such event, Cellplus shall provide the Customer with no less than sixty (60) days' prior written notice. Upon such discontinuation:
- 8.2.1 no early termination fee shall be payable by the Customer;
 - 8.2.2 the Monthly Rental Fee shall cease on the start of the subsequent month; and
 - 8.2.3 the Customer shall return the Equipment in accordance with Clause 8.5.
 - 8.2.4 Any failure to return the Equipment shall result in a non-return fee, the amount of which will be determined by Cellplus.
- 8.3. In the event of termination of this agreement by the Customer prior to the fix term of twelve 12 months, the Customer shall be liable to pay an early termination fee calculated as follows: $\text{Early Termination Fee} = \text{Monthly Rental Fee} \times \text{Number of Remaining Months in the Contract Term}$.
- 8.4. The early termination fee shall be payable immediately upon termination and reflected on the Customer's final bill.
- 8.5. Upon expiry of the twelve (12) month term, the Customer shall return all Equipment and accessories in good working condition to Cellplus within fourteen (14) days of expiry of the term, or within fourteen (14) days of receipt of notice of service discontinuation by Cellplus, as applicable.
- 8.6. Failure to return the Equipment within the specified period shall result in a non-return fee of Rs 2,500, which reflects the residual value of the Equipment at the end of the twelve (12) month term.
- 8.7. Purchase Option
Upon expiry of the twelve (12) month term, the Customer may, at his/her option, purchase the Equipment and associated accessories for Rs 2,500. Payment of this amount transfers ownership of the Equipment to the Customer.
- 8.6. Cellplus reserves the right to levy additional charges for any Equipment that is returned in a damaged condition or with missing accessories and/or components, as determined by Cellplus at the time of Equipment inspection.

9. Liability



- 9.1 Cellplus shall not be liable for any indirect, consequential, or special damages arising from the use or inability to use the Equipment.
- 9.2 Cellplus shall not be liable for misappropriation, damage, theft, or loss of Equipment while in Customer possession.
- 9.3 Cellplus shall not be liable for failure to meet estimated delivery dates.
- 9.4 The Customer is liable for all acts, use, or misuse of the Equipment by any user under their account.

10. Indemnity

The Customer agrees to indemnify and hold Cellplus harmless against any claims, losses, or damages, liabilities, costs, and expenses (including reasonable legal fees) arising from the Customer's use or misuse of the Equipment, breach of this Agreement, or violation of any applicable law.

11. Force Majeure

Cellplus shall not be liable for any failure to perform its obligations under this Agreement due to Force Majeure event as defined in Clause 1.5. The affected party shall promptly notify the other party of the occurrence of a Force Majeure event and shall use reasonable endeavours to mitigate its effects.

12. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the Republic of Mauritius.

Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Mauritius.

13. Miscellaneous

- 13.1. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 13.2. These terms and conditions constitute the entire Agreement between the parties with respect to the Equipment rental.
- 13.3. Faults should be reported to Cellplus via hotline number: [8900].



- 13.4. Cellplus shall process Customer personal data in accordance with the Data Protection Act and its Privacy Policy on www.my.t.mu

- 13.5. All intellectual property rights in and to the Equipment, including any software, firmware, trademarks, and trade names, are and shall remain the exclusive property of Cellplus or its licensors. The Customer acquires no rights in respect of such intellectual property other than a limited, non-exclusive, non-transferable licence to use the Software solely in connection with the Equipment during the term of this Agreement.