

# TERMS AND CONDITIONS OF THE SUBSCRIPTION CONTRACT FOR MTN SERVICES

Your Subscription Contract with MTN (this Agreement) is made up of different parts.

In this Agreement you will find the general terms under which we provide you Services, access to the Network, use of any Equipment we sell or provide to you. In our website [www.mtn.com.cy](http://www.mtn.com.cy) or by calling 136 you can find:

- terms covering the prices and types of calls you can make, messages you can send and data you can use
- any other terms covering other services, promotions and offers.

All these documents (along with your application) make up this Agreement and cover how we'll supply our Services.

## 1. Definitions

**"Agents"** means any contractors, distributors, providers, dealers or agents appointed by MTN to perform any of MTN's obligations under this Agreement.

**"Agreement"** means this Agreement, the Plan Guides, and any other relevant terms specified in our website including any relevant details of your application.

**"Bar"** means suspending access to Services and may be either an out-bar, restricting use of the SIM for making calls and accessing the Services, or an in-bar, restricting use of the SIM for receiving calls and accessing the Services, or both.

**"Charges"** means all the charges associated with the Services described in this Agreement, Plan Guides, on our Website and in any marketing or other material.

**"Commissioner"** means the Commissioner of Electronic Communications and Postal Regulation.

**"Customer Services"** means the Service available for you for assistance or enquiries in relation to the Services, contactable on 136.

**"Directory Information Service"** means the records kept by the provider of universal telecommunications service to whom we communicate your personal data with your consent.

**"Default Rate"** is the rate of 2% above the prevailing base rate of the Central Bank of Cyprus per month or any other rate notified to you on your account and it applies from the payment due date to the date we receive your payment in full.

**"Law"** means the Regulation of Electronic Communications and Postal Services Law of 2004 as amended from time to time.

**"Minimum Period"** means a period of 30 days, 12 months, 18 months or 24 months as specified in this Agreement (or any other period agreed in writing) from the date of commencement set out in clause 2 below.

**"Equipment"** means any electronic communications terminal equipment provided along with a Subscription Contract including but not limited to mobile phones, laptops, tablets, notebooks and/or other devices.

**"PIN"** is the secret personal identification number assigned to you or created by you for the purpose of accessing certain Services.

**"Price Plan(s) or Contract Plans"** are your chosen airtime and access rates, as amended from time to time, and form part of this Agreement.

**"Services"** means the electronic communications network services and related products and services that are made available to you by us or our Agents from time to time.

**"SIM Card"** is the subscriber identity module needed to use the Services

**"Subscription Contract"** is this Agreement

**"we"** or **"us"** means MTN Cyprus Limited and **"our"** has a corresponding meaning.

**"you"** means the customer under this Agreement and **"your"** has a corresponding meaning.

## 2. Term

- This Agreement starts when you receive your activated SIM Card upon acceptance of your application. The connection of your SIM card is subject to the acceptance of your application form from us and it requires payment of any connection fees.
- Your connection to our network or a Service is for a Minimum Period. This Agreement will continue for the duration of that Minimum Period. On expiry of the Minimum Period this Agreement will continue until its ended by you or us in line with clause 15 below.
- If you renew your Agreement with us a new contract and a new Minimum Period will apply commencing on the day we accept your renewal application. Receiving renewal discount on monthly fees or renewal discount on Equipment will automatically renew your agreement for the same Minimum Period unless stated otherwise on your application form.

## 3. Coverage, Maintenance and Services

- We will do our best to provide quality Services in accordance with the Determination of Quality in the Provision of Electronic Communications Decree of 2005, as this is amended or replaced from time to time by the "Commissioner". However, due to the nature of telecommunications, it is impossible to provide a fault-free Service and the quality and coverage of the Services depends partly on your Equipment, partly on our network and partly on other providers and telecommunications networks to which our network is connected or connects.
- Coverage and Services can be adversely affected by radio interference, atmospheric conditions, geographic factors, network congestion, maintenance, outages on other networks and provider sites or other operational or technical difficulties which means that you may not receive some or all of the Services in certain areas or at certain times. Data connection speeds are subject to various factors including network coverage, terminal equipment capabilities and signal strength and therefore we cannot guarantee that your connection will reach any specific speeds.
- You agree to follow our instructions about the use of the Services and ensure that everyone who uses your Equipment and/or SIM Card also meets your responsibilities. You are responsible if anyone else, whether authorised by you or not, uses or misuses your SIM Card or our Services.
- You agree not to use your SIM Card or the Services for any abusive, illegal or fraudulent purpose.
- We can prevent you from using your SIM Card immediately if we believe that it could cause any interference, you have used it to spam other users or are sending an excessive number of text or other messages, or if it is not approved for use in connection with the Services.
- Using or agreeing to use the Services does not give you any rights in any part of the Services.
- If your SIM card is stolen or you lose it, you must contact us immediately so that we can prevent further use. You will be responsible for all use made or Services accessed from your SIM card up to the time you advise us of its loss or theft. We may charge you a replacement fee. You will be required to continue payments for the Charges even if your SIM Card is stolen. This Agreement will continue until it is ended by you or us in line with paragraph 15.
- MTN will take appropriate technical and organizational measures to safeguard the

security of its network and services to the extent necessary and according to the risk presented in accordance with the provision of the Law. In case of a particular risk of a breach of the security of the network MTN will notify you concerning such risk and of any possible remedies including of the likely cost involved.

- In order to avoid congestion in MTN's network and to protect the quality of Services offered, MTN implemented a fair usage policy, applicable to all schemes of use, services and offers made by MTN unlimited use (and/or as regards all other cases in which this is necessary). Unlimited use is mainly applicable to voice calls and video calls, SMS, MMS, data transfer and internet use via MTN's network. Such unlimited use is offered for private and personal use and/or benefit from such service and/or offer. In no case does the unlimited use allow activities aiming at making profit or reselling this service or using this service in an unfair or excessive way. In particular, you use any Service excessively and/or aiming at making profit or reselling it and/or go beyond the limit of normal/allowed use, as the latter is determined by the commercial policy in force at that time regarding the scheme of use, service or offer in question, then MTN reserves the right to inform you that you are close to the limit set out and then, if such limit is surpassed, MTN reserves the right to apply further charges and/or register you under another scheme of use and/or interrupt the subscription and/or exclude you from the service/offer and/or from the company's network, either provisionally or indefinitely, with no further notice. Furthermore, the use of unlimited communication time and/or messages and/or data and/or the use of internet can only take place through a simple device. The use through PBX or any other line connected to a computer aiming at making a large number of voice and video calls and/or sending a high volume of data and/or simultaneously sending SMS or MMS, is not permitted. The unlimited use does not include calls abroad, calls and SMS and/or MMS to international networks, to few digit service numbers and calls, SMS and MMS made when roaming. The unlimited use of communication time and/or video calls and/or messages and/or data and/or the use of internet according to the service/offer in question are applicable per calendar month, regardless of the date of the invoice. As regards the period from the day that the schemes of use, which are compatible with the Fair usage policy, are activated until the end of the calendar month in which activation took place, respective limits of normal/allowed use of communication time and/or video calls and/or messages and/or internet use are all calculated in a proportional way. MTN reserves the right to end the service and/or offer in question, to change the period during which the offer is valid and/or to amend the relative terms of this policy, with no further notice.

## 4. Charges and payment

- Detailed charging information can be found in our Plan Guides, in our website or by calling 136. A monthly statement will be sent to you regarding your monthly Charges. The monthly statement can be posted at the payment of a fee or sent electronically free of charge. Itemised billing is available online free of charge or can be posted at the payment of a fee. You must pay the total amount on this statement by the date specified on the statement. We may charge for some Services in arrears depending on when charges come through from other network operators and providers. You may be charged interest on amounts not paid by the due date at the Default Rate and you will also have to pay any reasonable expenses (including our legal costs) we incur in collecting any money that you owe to us or in exercising any of our other legal rights.
- We can use any credit balance or security deposit in any of your accounts or use any money we owe you to cover your outstanding Charges. We may charge a reasonable administration fee in relation to accounts we regard as being dormant or for providing statements or for dealing with unused credit balances. Subject to those rights, we will refund any unused credit or security deposits at the end of this Agreement.
- We can, at our discretion, impose credit limits for your use of the Services and we will try to notify you as soon as we impose such limits. You must observe any credit limits we set from time to time. We may restrict your use of the Services without further notice to you if you exceed the credit limits we have set. However, you will continue to be liable for all Charges incurred in excess of any credit limit in place. Credit limits might be imposed on roaming usage in accordance with relevant roaming regulation. Please call 136 for further information or visit our website.
- You are responsible for all Charges and for use made by your SIM Card(s) issued to you until we deactivate the SIM Card(s). Removing your SIM Card from your Equipment will not deactivate the SIM Card.
- We may issue to you more than one SIM Card(s). All SIM Card(s) issued to you and the Charges made using the SIM Card(s) will be included in one statement. In case any Charges related to one or more mobile numbers are not settled within the due date, all of our Services will be barred until you fully settle all of your SIM Card(s) account.

## 5. Contract or Price Plans

- You may elect to change from one price plan to another by giving us at least one month's notice. In case where a discount was received on Equipment and/or monthly fees and you wish to downgrade to a lower Price Plan before the expiration of your Minimum Period of your Agreement, you will be liable to pay the difference of the discount originally given. Detailed information on Plans can be found within this Agreement, in the Plan Guides, on our website or by calling 136.
- For fees and call charges please visit our website at [www.mtn.com.cy](http://www.mtn.com.cy). MTN reserves the right to adjust call charges periodically by notifying its subscribers. There might be minimum call charges as detailed in Plan Guides in our website [www.mtn.com.cy](http://www.mtn.com.cy). If you call voice-messaging, fax/data services and calls to universal access numbers, premium numbers, short and special numbers you will be charged the rate as published by the service provider of that number, plus your normal airtime rate. Please check our website [www.mtn.com.cy](http://www.mtn.com.cy) or call 136 for details on Charges.
- The inclusive minutes, text allowances, MB and any other entitlement in any Plan are subject to Plan Guides and other terms and conditions hence check our website [www.mtn.com.cy](http://www.mtn.com.cy) or call 136. Roaming usage, international calls and SMS are not included in the inclusive entitlements of Price Plans unless specifically mentioned. You are responsible in checking charges that apply in roaming usage or international usage.
- If you request an additional Service it is up to you to check what, if any, special terms and conditions there may be for this additional Service. Please visit our website at [www.mtn.com.cy](http://www.mtn.com.cy)
- Roaming charges apply when you are using your SIM card while abroad connected to any foreign network, including charges for incoming or outgoing calls, SMS, data or any other communication or information. Roaming charges can be found at [www.mtn.com.cy](http://www.mtn.com.cy). Special free call numbers may be charged for by external carriers. You agree that all charges incur while roaming will be charged to your monthly statement. You agree to pay all charges in full when they are due. (There may be delays in MTN receiving notice from external carriers of charges to be billed to you. This does not affect our right to charge you or receive payment from you.) Promotional offers will not apply to you while you are roaming. If you are in doubt please call 136 before you leave Cyprus.
- You acknowledge that service outside Cyprus is provided by external carriers and is subject to those carriers' terms and conditions. You agree that we will not be responsible for the way in which any external carrier provides or fails to provide any

service (including disconnection, lack of coverage, or the performance of that carrier's network).

- (g) If you proceed either with new agreement or renewal of your current Agreement, you may choose to receive a discount on your monthly fees instead of a discount in Equipment (if such service is provided by MTN). In case of termination before the expiry of Minimum Duration you will be responsible to pay the received discount either on monthly fees or for Equipment.

## 6. Access to account information

You are obliged to inform us of any changes regarding your personal information which was originally provided to us in your Subscription Contract.

## 7. Credit references and provision of related services

- (a) You authorize us to check your credit status with any credit reference agency as we see fit from time to time and to pass on credit information about you to any credit reference agency at any time. If you are not satisfied with the information about you which we receive from any credit reference agency, you must deal directly with the credit reference agency.
- (b) We may ask for a security deposit and/or impose other conditions upon approving your application. These may include, but are not limited to, a mandatory payment method or credit limit. When you ask for any additional Services, we can ask for further security deposit for that Service and may also impose a credit limit. Roaming, international calls/SMS and premium services might be subject at our discretion to deposit and credit limits.
- (c) We may decline your application (and/or any request for additional Services) or provide a restricted Service at our discretion and we do not have to disclose our credit criteria or the reasons for our decision.

## 8. SIM card and PIN

For your own protection, you should PIN protect your SIM Card. Do not disclose or record your PIN on or near the SIM Card or your Equipment.

## 9. Provision of Equipment

- (a) If you have acquired Equipment from us we are supplying it you because you have agreed to enter into a Services Agreement and to receive the Services for a Minimum Period. In case you receive Equipment at a large discount or with instalments along with your selected Price Plan and you have been disconnected from our network for any reason before the expiry of the Minimum Period, then you will be charged the full Equipment discount and the remaining instalments balance.
- (b) If you have not acquired Equipment from us, and it does not support all of the Services offered by us, we are not under any obligation to take any action so that you can access any such Services.
- (c) We do not make any warranty as to the accuracy, completeness or currency of any content or material which you may access or have provided to you, using our Services and we accept no responsibility or liability for the quality or nature of services provided by a third party.
- (d) Content or material which you may access or has been provided to you, using our Services, is for your use only. You may not forward such content or material to any third party or interfere with it in any way.
- (e) You agree that you are responsible for ensuring that you have the right to send all data and information that you send when using the Services. You acknowledge that we may alter any data or information that you send when using the Services in order to enable delivery of that data or information to the recipient.

## 10. Mobile numbers and number transfer

- (a) Mobile numbers allocated to you by us are MTN's property.
- (b) We may be required by law, under contracts with other network operators or for other reasons to change your SIM number(s). We will do our best to give you notice of any change required. We will not be liable for any costs which you, or anyone else, may incur as a result of such change.
- (c) If you or we disconnect your connection to the Services, we may allocate your SIM number to another customer.
- (d) Transferring your mobile number from another Cyprus network will follow the procedure provided for in the Law, its Regulations and the Commissioner's Orders.

## 11. Data protection

- (a) You agree that we and our Agents can collect information about you and the way in which you are using the Services. This information may be obtained from you or we will obtain it from our records. You may ask to see personal information we have about you and ask us to correct any information that is not correct.
- (b) You agree that we and our Agents can use and hold this information and share it with one another, for a range of lawful purposes connected with our business operations.
- (c) Some personal information can be shared with other network operators so you can make and receive calls, so we can transfer numbers from one network to another and to monitor or investigate fraud. We may also need to give personal details to emergency services.
- (d) If you choose Caller ID Restriction ("CLIR"), we will prevent your number being shown on the recipient's handset. Your number may still be displayed to emergency or other services, when you send a text message and to us. Where you do not choose CLIR, your number may be displayed to the person you have called.
- (e) Subject to any rights you may have under the Automatic Processing of Personal Data (Protection of Individuals) Law of 2001 as amended, we will not be liable to you, or to anyone else, for:
- the content or lack of confidentiality of any Services you use;
  - any disclosure we must make by law or are requested to make by a law enforcement agency.
- (f) You authorise us to request the listing of your due debts to databases of credit reference agencies deriving from this Agreement and which are not settled within a period of 30 days from the due date. Information for your due debts to MTN will be listed in the database (s) of credit reference agencies for the purpose of collecting the due debts.

## 12. Directory assistance and listing

We may include your personal information in any telephone or similar directory or directory enquiry service provided or operated by us, or by a third party subject to any objection or preference you may have indicated to us. If you indicate that you wish to be listed in the Cyprus Directory Information Database and/or for directory assistance, your name(s), telephone number(s) and address details will be given to the universal service provider for listing. If you are listed you may request the amendment of your listed data at any time.

## 13. Limitations of Liability

- (a) We have no liability other than the duty to exercise the reasonable skill and care of a competent telecommunications service provider or retailer. We do not accept liability for indirect or consequential loss, such as loss of profits, business, costs, expenses or any other form of economic loss.

- (b) We will not be liable for any delay or failure of the Services or for any loss or damage from such delay or failure to the extent that it was caused, in whole or in part, by an act of God, war, terrorism, civil disobedience, riots, strike, industrial stoppage or unrest, fire, volcanic eruption, earthquake, shortage of suitable labour, materials, equipment or energy or any other event beyond our reasonable control.
- (c) Except as expressly set forth in this Agreement, all conditions, warranties and representations implied by statute, common law or otherwise in relation to our provision of the Services are hereby excluded to the fullest extent permitted by law.
- (d) You agree to keep us protected against any legal action taken against us and to meet any losses we may incur as a result of such use of the Services.

## 14. Transferring Responsibilities

- (a) We may transfer to someone else the whole of this Agreement and/or any interest in our network.
- (b) Your interests in this Agreement are personal to you and you may not transfer or on-sell the Agreement or any benefit or obligation under it to another person without our consent. If you are a company and your effective management or control is changed in any way, we may treat this as a transfer of this Agreement entitling us to end it.
- (c) You must pay any costs in respect of recording any transfer to which we consent (including our costs in checking the creditworthiness of the transferee). Our normal credit criteria will apply to any proposed transferee.
- (d) We retain the right to alter Services and/or terms and conditions for the proposed transferee.

## 15. Ending or Suspending this Agreement

- (a) This Agreement may be ended either by you or us by giving at least one calendar month's notice. Your connection to our network or the particular Service will be terminated within one calendar month after receiving your notice and this shall be the time of disconnection.
- (b) If you request us to, or we select to terminate your connection to the Services, you must pay us in respect of each connection you have:
- if this Agreement is ended during the Minimum Period, the monthly subscription Charges up to the date of termination and
  - any Equipment discount even if it was received in monthly fees;
  - any amount that you benefited arising from any offer or service provided (if applicable);
  - any remaining instalments (if applicable);
  - all Charges incurred until the time of disconnection; and
  - any outstanding Charges and other moneys payable by you for the Services, including any roaming Charges imposed by external carriers, irrespective of when they are notified to us.
- (c) We can immediately suspend, Bar, Re-direct or restrict your use of any or all of the Services or disconnect your connection at our discretion if:
- you do not pay your bill(s) by the due date or fail to pay any Charges when they are due;
  - you exceed any credit limit in place or your usage of the Services is unusual or excessive;
  - you are the subject of (or are likely to become the subject of) a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors or if being a company you go into either voluntary or compulsory liquidation or a receiver is appointed over your assets;
  - you cease or in the case of a partnership, it is or is intended to be dissolved;
  - you do not keep to the terms and conditions in this Agreement;
  - we have reasonable cause to believe that the Service is being used in a way forbidden by paragraph 3(h) even if you do not know that the Service is being used in such a way;
  - you tamper with or modify any SIM Card other than in accordance with instructions given to you by us;
  - we suspect you of using the Services for any illegal or fraudulent activity; or
  - any of our licenses to operate our network is ended or suspended and all charges for any Services will be payable by you in accordance with this Agreement. If we suspend your use of our Services, we will try to contact you before doing so. We do not need to suspend Services before disconnecting your connection. Where we suspend, Bar, Re-direct or restrict the Services all Charges will continue to apply.
- (d) If we amend or replace the terms and conditions of this Agreement we will provide you with one month's notice and the right to terminate this Agreement, without any penalties, if you do not accept the amended or replaced terms and conditions.

## 16. Rights and responsibilities that continue

Ending this Agreement does not affect any of the rights or responsibilities which are intended to continue or to come into existence after this Agreement ends including (without limitation) any obligation you may have to:

- (a) pay any outstanding charges;
- (b) pay any early termination charges; and
- (c) return any of our equipment you may have on loan from us or any of our dealers or Agents.

## 17. Notices and variations of charges, terms and price plans

- (a) We will send you notices and other documentation to the last known address, fax number or email address you have given to us. We may elect to send you a text message or leave a message on your voicemail directing you to contact Customer Services or to visit our website for details.
- (b) We reserve the right to increase/decrease or remove any of our Charges and/or benefits from time to time and/or introduce new charges from time to time. If we increase our Charges or introduce new charges, we will give you 1 (one) month's prior notice.
- (c) We reserve the right to remove or change any Price Plans we may have offered from time to time and either replace them with new Price Plans or move you on to the most similar or suitable Price Plan then on offer to our customers. If we do remove or change a Price Plan that affects you, we will give you as much notice as is practically possible.
- (d) We may amend or replace these terms and conditions from time to time whether upon the direction of the Commissioner or otherwise. The amended or replaced terms and conditions will then apply to the Services after we give you 1 (one) month's notice. We will tell you about this by sending you the amended or replaced terms and conditions along with your monthly statement. You will have the right to terminate the Agreement, without any penalties, if you do not accept the amended or replaced terms and conditions. If you are in any doubt as to the current terms and conditions that apply to the Services please visit our website [www.mtn.com.cy](http://www.mtn.com.cy) or contact Customer Services on 136 free. Please ask Customer Services at any time for a free copy of our current terms and conditions.

## 18. Administration charges

Where you require us to provide you with technical support, or administration services (including, as applicable, dealing with accounts we consider to be dormant, dealing with

unused credit balances, service suspension, call barring, call redirection, supply of duplicate invoices or bank charges), we may charge you for the costs we incur in carrying out these services. If you require prior notification of our current charges please call Customer Services.

#### **19. Agents of MTN**

- (a) We may appoint an Agent to provide billing Services (including credit checking and control) and Customer Services.
- (b) Invoices issued by our Agent will be binding on you and payment of those invoices in full to our Agent will be a valid discharge of your liability to pay those invoices under this Agreement.

#### **20. Cyprus law and disputes**

This Agreement is governed by the laws of Cyprus and you submit to the jurisdiction of the Cyprus courts and to the Commissioner of Electronic Communications and Postal Regulation.

#### **21. Waiver**

If we fail or delay to exercise any right or power under this Agreement, this will not be a waiver of that right or power. Any failure or delay will not prevent us from exercising that right or power in the future.

#### **22. Severability**

If one or more of the provisions included in this Agreement are invalid, illegal or non-executable in any way, the validity, legitimacy and executability of the remaining provisions included in this Agreement will not be affected in any way.

#### **23. Complaints**

If you have any complaint with us or our Services, please refer that dispute to our Customer Services agents and/or to the Commissioner of Electronic Communications and Postal Regulation.

I hereby declare that I have read and understood the above Terms and Conditions of the MTN Subscription Contract and i accept them unconditionally.