

MTN Business Broadband LTE Terms and Conditions

These Terms and Conditions have been varied or amended as of [14th of August 2020]

Clauses 2.1, 2.3 and 4.5 has been changed. Clause 3 has been added.

NOTE:

A. The following Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities which Mobile Telephone Networks (Proprietary) Limited, Registration Number 1993/001436/07 ("MTN") will have towards you and other persons. These Terms and Conditions also limit and exclude your rights and remedies MTN and place various risks, liabilities, obligations and legal responsibilities on you. These Terms and Conditions may result in you being responsible for paying additional costs and amounts and MTN may also have claims and other rights against you.

B. To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2008 (the "Consumer Protection Act"), no provision of the Terms are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

C. Please read these terms and conditions carefully. Participation in this Offer will constitute your agreement to comply with these Terms and Conditions. If you do not agree with these Terms and Conditions, please do not participate in this Offer.

D. Please note that these Terms and Conditions are subject to your Business Subscriber Contract Terms and Conditions.

SECTION 49 CONSUMER PROTECTION ACT NO 68 of 2008 NOTICE, THE FOLLOWING TERMS ARE IMPORTANT TO NOTE: 2, 3, 4, 5, 9 and 10

1. Introduction

- 1.1. MTN is offering an alternative to traditional home and business internet solutions in the form of a Fixed LTE (MTN Business Broadband LTE).
- 1.2. The Fixed LTE propositions will be available in certain areas where Fixed LTE network coverage is available.
- 1.3. A Coverage check must be done on the MTN Coverage map to determine if the customers addresses falls with MTN's Fixed LTE range.

2. Offer Period – SIM with Device Promo

- 2.1. The Offer will be available from the 6th of April 2020, until such time as MTN in its sole and absolute discretion elects to discontinue the service.

- 2.2. Notwithstanding the Offer Period, MTN may, in its sole and absolute discretion, amend the duration of the Offer Period to a shorter or longer period, or withdraw the Offer in its entirety, with notice to you. Visit mtnbusiness.co.za regularly for notices, updates and/or changes to services.
- 2.3. Customers are encouraged to use the SIM in the router which comes with the Service
- 2.4. If for any reason they wish to use it with a different device, it should be with an MTN approved Router listed on the product page

3. Offer Period – SIM Only Promo

- 3.1. The Promo Offer will be available from the [14th of August 2020], until such time as advised by MTN (the “offer Period”)
- 3.2. The SIM can only be used with a router that has been approved by MTN
- 3.3. Customers can check the list of MTN Approved routers on the product page.
- 3.4. Customers will be charged the following rates:

4. Pricing

Priceplan	Anytime Data	Work Express (08:00-17:00)	Total Data	SIM Only Month to Month	Including Device 6 Months	Including Device 12 Months	Including Device 24 Months
MTN Business Broadband LTE 10GB	10GB	5GB	15GB	R199	R449	R259	R149
MTN Business Broadband LTE 15GB	15GB	10GB	25GB	R149	R479	R289	R179
MTN Business Broadband LTE 30GB	30GB	30GB	60GB	R199	R529	R349	R199
MTN Business Broadband LTE 60GB	60GB	60GB	120GB	R379	R699	R509	R399
MTN Business Broadband LTE 110GB	110GB	110GB	220GB	R579	R899	R709	R599
MTN Business Broadband LTE 170GB	170GB	100GB	270GB	R699	R1 019	R829	R729
MTN Business Broadband LTE 230GB	230GB	120GB	350GB	R879	R1 199	R1 009	R899

Corporate and SME Bundles:

Bundle Name	Inclusive Value Anytime	Once-Off Validity	Price
Broadband LTE Bundle 2GB	2GB	30 days	R69

Broadband LTE Bundle 5GB	5GB	30 days	R119
Broadband LTE Bundle 10GB	10GB	30 days	R169
Broadband LTE Bundle 20GB	20GB	30 days	R299
Broadband LTE Bundle 30GB	30GB	30 days	R379
Broadband LTE Bundle 50GB	50GB	30 days	R599
Broadband LTE Bundle 100GB	100GB	30 days	R999

Corporate / SME VAS Service

VAS Name	Price
MTN Business Broadband LTE Static IP VAS Service	R0.00

5. Qualifying Customers

5.1. The Offering is available to the following MTN Customers:

5.1.1. Postpaid Converged Priceplan customers (Corporate customer / SME); and

5.1.2. new and upgrade customers.

(the “**Qualifying Customers**”).

5.2. Customers on the following price plans will not be eligible for this Offering;

5.2.1. Consumer;

5.2.2. Prepaid customers;

(the “**Excluded Customers**”).

6. What does the Offer entail?

6.1. Customers can subscribe to the Offering via all existing channels as per current postpaid data price plan and data bundles (Store, Call Centre, Online Store, My Customer).

6.2. MTN Business Broadband LTE Customers receive both Anytime data and Work Express data, tiered value.

6.3. Work express data can be used between 08:00am and 17:00pm

7. Terms and Conditions:

7.1. This Offer will only be available to MTN postpaid customers.

7.2. This Offer will be available to new and upgrade customers.

7.3. The Offer will be enabled for Data only.

- 7.4. The service must be used in the same location
- 7.5. Customers are not allowed to move the SIM to another location
- 7.6. Only Corporate customer / SME customers will be able to purchase the MTN Business Broadband LTE Priceplans.
- 7.7. Customers with multiple sites must provide a list of all physical addresses
- 7.8. LTE Coverage check will be done for each site
- 7.9. MTN Business Broadband LTE is a best effort internet service
- 7.10. MTN Business Broadband LTE services uses a dedicated APN which the customer must setup on the router
- 7.11. MTN Business Broadband LTE priceplans will not allow Out Of Bundle usage / charges, customers will be able to purchase adhoc bundles using their Usage Limit, if one has been set.
- 7.12. Only MTN Business Broadband LTE customers will be able to purchase the MTN LTE Booster Bundles.
- 7.13. MTN Business Broadband LTE customers will not be able to purchase / load the following existing data bundles:
 - 7.13.1. Hour;
 - 7.13.2. Day;
 - 7.13.3. Week;
 - 7.13.4. Fortnightly;
 - 7.13.5. Monthly; and
 - 7.13.6. Long Term / Once Off
- 7.14. MTN Business Broadband LTE customers will be able to purchase MTN LTE Booster Bundles via the following channels:
 - 7.14.1. myMTN app
 - 7.14.2. MyContract
 - 7.14.3. Store;
 - 7.14.4. Call Centre;

MyCustomer.

- 7.15. MTN Business Broadband LTE priceplans will align to the current 2 times carry over rule for inclusive value and recurring adhoc value, if loaded.
- 7.16. The MTN Business Broadband LTE priceplans will receive both Anytime data and Work Express data (tired value).
- 7.17. The MTN Business Broadband LTE Bundles (Once-Off) will be valid for 1 month from activation / provisioning.
- 7.18. The MTN Business Broadband LTE Bundles (Once-Off) will have no carry-over of unused value.
- 7.19. The MTN Business Broadband LTE Bundles (Once Off or Recurring) can only be purchased by MTN Business Broadband LTE priceplans.
- 7.20. The Router and SIM for the MTN Business Broadband LTE will be linked / paired together. If the SIM is removed from the Router, the Fixed LTE service will not be available.
- 7.21. The MTN Business Broadband LTE will only be available on LTE technology, it will not fall back to 3G / 2G technology.
- 7.22. Customers who wish to move to a new address must inform MTN Business
- 7.23. A Fixed LTE coverage check must be done for the new address, if feasible address details will be updated and service provisioned on new address

- 7.24. If there is no Fixed LTE Coverage and/or no Fixed LTE slot availability, customer has the option of cancelling the MTN Business Broadband LTE priceplan or migrating to a non-Business Broadband LTE / Fixed LTE priceplan. Customers will be liable for:
- 7.24.1. Providing MTN with a minimum 30 days' notice;
 - 7.24.2. The monthly subscription up to the effective cancellation date;
 - 7.24.3. If the date is not month end it will be pro-rated for the last month; and
 - 7.24.4. The balance of the value of the device (router).
- 7.25. The MTN Business Broadband LTE priceplans will be prorated.
- 7.26. The MTN Business Broadband LTE Recurring Bundles will be prorated.
- 7.27. All legacy (Classic, TopUp) customers are excluded from purchasing the MTN Business Broadband LTE Bundles (Once Off / Recurring).
- 7.28. All existing My MTN Choice Voice and Data, My MTN Choice Talk +, My MTN Choice +, MTN Flexi, and MTN Made For Me customers are excluded from purchasing the MTN Business Broadband LTE Bundles (Adhoc / Recurring).
- 7.29. Prepaid customers are excluded from purchasing the MTN Business Broadband LTE Bundles (Once Off or Recurring).
- 7.30. MTN Business Broadband LTE customers will be able to cancel the MTN Business Broadband LTE Recurring Bundles via the following channels:
- 7.30.1. myMTN app
 - 7.30.2. MyContract
 - 7.30.3. Store;
 - 7.30.4. Call Centre;
- 7.31. MTN Business Broadband LTE customers will keep their MTN Business Broadband LTE Bundles (product and value) when doing a priceplan migration to another qualifying priceplan:
- 7.31.1. MTN Business Broadband LTE
- 7.32. MTN Business Broadband LTE customers will keep already provisioned inclusive value when doing a priceplan migration to another non-Business Broadband LTE / Fixed LTE price plan.
- 7.33. MTN Business Broadband LTE customers will keep already provisioned inclusive value their when doing a subtype migration (postpaid to prepaid), but will lose the product.
- 7.34. MTN Business Broadband LTE customers will lose their new Static IP Address VAS Service (Monthly) when doing a subtype migration (postpaid to prepaid).
- 7.35. MTN Business Broadband LTE customers will lose their Static IP address if cancelling the service.

- 7.36. MTN Business Broadband LTE customers will lose their new Static IP Address VAS Service (Monthly) when doing a priceplan migration to another non-qualifying priceplan:
- 7.36.1. My MTN Choice Voice;
 - 7.36.2. My MTN Choice Data;
 - 7.36.3. My MTN Choice Talk +;
 - 7.36.4. My MTN Choice +;
 - 7.36.5. MTN Flexi; and
 - 7.36.6. MTN Made For Me
- 7.37. MTN Business Broadband LTE customers will keep their new Static IP Address VAS Service (Monthly) when doing a priceplan migration to another qualifying priceplan:
- 7.37.1. MTN Business Broadband LTE
- 7.38. MTN Business Broadband LTE will not be able to load / purchase Voice Bundles (Once Off or Recurring).
- 7.39. MTN Business Broadband LTE will not be able to load / purchase SMS Bundles (Once Off or Recurring).
- 7.40. Dual Call / Dual SIM is not allowed on the MTN Business Broadband LTE priceplans.
- 7.41. Data Share is not allowed on the MTN Business Broadband LTE priceplans and MTN Fixed LTE Booster Bundles.
- 7.42. Loyalty Points will only be earned on the purchase of the MTN Business Broadband LTE priceplans and MTN Fixed LTE Booster Bundles.
- 7.43. MTN Business Broadband LTE priceplans will be able to purchase the MTN Static IP VAS Service at no additional cost, if required.
- 7.44. MTN Business Broadband LTE customers will be able to remove / cancel the Static IP VAS Service.
- 7.45. The warranty of the router is covered for the full term of the contract
- 7.46. Faulty router must be reported to MTN Business either by logging a ticket or calling the support team

8. RICA

- 8.1. In terms of the Amended Regulation of Interception of Communications and Provision of Communication-related Information Act 70 of 2002 (“**RICA**”), you are obliged to provide proof of your full names, surname, Identity Document number and residential address to a RICA officer when purchasing a SIM card. This is necessary to activate you as a customer on

the MTN network.

- 8.2. MTN is obliged by law not to activate your SIM card on the MTN network if you have not complied with the RICA registration requirements.
- 8.3. By law, if a SIM card is lost, stolen or damaged, you are required to immediately notify the South African Police Services in writing. You will also have to immediately notify MTN and request the SIM card to be suspended.
- 8.4. If you wish to transfer/sell your SIM card to another person (other than a family member), you are required to contact your Service Provider to report such a transfer to MTN, and MTN is required by law to deactivate the SIM card. Before the new holder of the SIM card can use the SIM card, they must provide proof of their full names, surname, Identity Document number and residential address to an approved MTN RICA officer to register them as a customer on the MTN network. Once they have complied with RICA, and the RICA information is received by MTN, MTN will reactivate the SIM card.
- 8.5. If you change ownership to a third party, the Offer is not transferable.
- 8.6. Failure by any person holding/using a SIM card to comply with RICA is an offence. Contact your service provider or see www.mtn.co.za for details.

9. Cancellation

- 9.1. Qualifying Customers may cancel their Offer by contacting the MTN stores or call centres.
- 9.2. Qualifying Customers are bound to the cancellation provisions contained in their Qualifying Customer Contract Terms and Conditions, which includes, but is not limited to, the liability of cancellation charges.

10. Modification of Terms and Conditions

- 10.1. See www.mtnbusiness.co.za for product and services rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.
- 10.2. MTN reserves the right at any time to modify, suspend or discontinue the Offer (on notice to you), with notice, without liability to you or any third party. MTN will under no circumstance be liable to you for any error, delay, failure or non-availability of the Offer, and you indemnify MTN against any damage or loss you may sustain as a result of possession and/or use of the SIM card, MTN network services, or any error, delay, failure or non-availability of the Offer. Visit www.mtnbusiness.co.za regularly for notice, updates and/or changes to services.

10.3. MTN reserves the right from time to time to vary the charges of the Offer as may be deemed necessary in its discretion.

10.4. Any changes will be posted on www.mtnbusiness.co.za your continued use of the products and/or services with the amended rules will be deemed to be accepted by you. It is the responsibility of you to review these Terms and Conditions regularly.

11. Limitation of Liability

11.1. Subject to the provisions of the Consumer Protection Act, to the extent allowed by any other applicable law and also subject to clauses below, MTN will not be liable to you or to any other person for any loss or damage suffered (whether it is direct or indirect):-

11.2. if MTN does not supply or deliver any device or SIM card/s on the required date or time; or

11.3. If the MTN network services are interrupted, suspended, or cancelled, for whatever reason; or

11.4. if MTN does not suspend the provision of the MTN network services to you after you have specifically requested MTN to do so; or

11.5. if the loss or damage was caused by any negligent act or failure to act by MTN, its employees or agents; or

11.6. as a result of the use of any device supplied to you by MTN relating to this service.

11.7. Clause 10.1 does not limit or exclude any warranties or obligations which are implied into this service by the Consumer Protection Act (to the extent applicable) or which MTN gives under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

12. General

12.1. MTN is not responsible for a service being interrupted and/or failing for any reason or for any interruption in the network services or the Offer.

12.2. You will be able to access services only when you are in the Republic of South Africa in an area covered by the MTN network.

12.3. You will be solely responsible for all products and services contained in the Offer from delivery of the Offer to you. Accordingly, MTN takes no responsibility for any loss or damage of any of the contents of this Offer including the SIM card, where applicable, or any MTN Internet bundle credits associated with the SIM card. In the event of theft or loss of your device and/or SIM card, such items must be replaced at your own cost; you are obliged to report such loss or theft to the South African Police Services immediately, and to request

MTN to suspend such SIM Card.

- 12.4. MTN reserves the right, in its sole and absolute discretion, to terminate or suspend your participation in the Offer or the network services where MTN suspects abuse of its network, the Offer, any of its services, fraud, criminal activity or where your participation in the Offer is placing an unreasonable constraint on the MTN network which may impact the experience of other MTN Customers.