

Product Specific Terms and Conditions: MTN Contract Data Packages

- All new applicants will need to be registered for RICA.
The following documentation is needed;
 - Individual - Certified copy of ID, Proof of physical address.
 - Business - Certified copy of Representative ID, Proof of Representative residential address, Copy of business letterhead including registration details and address
- All new applicants will be credit vetted before a contract will be approved. An applicant needs to supply @lantic with a Copy of ID, most recent Payslip and 3 months bank statements
- International roaming is available on these packages. A subscriber needs to notify @lantic 2 weeks prior to roaming and a deposit of R2500.00 is required that will be held for 6 months
- Once a subscriber reaches their Data Cap they will go into Out of bundle usage
- Hardware is included on all new 24 month contracts
- The hardware will carry a 12 month manufacturer's warranty
- A subscriber will own the hardware after the initial 24 month contract term
- @lantic will not be held responsible for any damages caused to hardware due to the negligence of a subscriber
- A Subscriber will be liable for a once-off activation fee of R175.00 (incl. VAT)
- Payment for services will be via Debit order
- A Subscriber will be billed pro-rata in the month of activation
- A Subscriber will be responsible for insurance on the hardware
- Upward migration of packages is allowed and no penalty fee will be levied
- Downward migration of packages is allowed but a penalty fee will be levied and is calculated upon request.
- An early cancellation of the contract is allowed but a subscriber will be responsible for an early cancellation penalty.
 - Early cancellation penalty fee
 - A subscriber will be charged 3 x normal monthly subscription and liable for the full remainder of the hardware cost
- A subscriber can cancel their service by giving 20 business days notice
- Should there be any Out of bundle usage after a subscriber has cancelled the contract, the subscriber will be charged for the usage
- A subscriber who wishes to cancel their service must do so before the 25th day of each month
- A subscribers service will be suspended if no payment has been received
- Usage will be billed in 1MB increments
- The data usage is billed monthly in arrears
- The Uncapped Lite and Pro packages will have a fair use policy enforced by the service provider
- The Fair use policy of the Uncapped Lite package is set at 3GB per month. Once a subscriber reaches their Fair Use Policy limit the internet speed will be throttled down to 128Kbps for the remainder of the month
- The Fair use policy of the Uncapped Pro package is set at 10GB per month. Once a subscriber reaches their Fair Use Policy limit the internet speed will be throttled down to 128Kbps for the remainder of the month
- Uncapped Lite and Pro packages will not be throttled from 1 October 2011 until 31 January 2012.
- **RICA** means the Regulation of Interception of Communication Act
- Transmitted (uploads) and received data (downloads) will deplete the subscribers cap. The subscriber will be liable for all traffic generated on the account. This will include data consumed due to spam, viruses etc.
- **Data Cap** means the amount of data allocated as part of the package subscription (ex. 1GB is allocated on the package and once the 1 GB is depleted additional data would need to be purchased or out of bundle usage will apply
- **In-Bundle** means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.
- **Out-of-bundle** means the data that is being used after the in-bundle data has been depleted
- **MB** means Megabyte
- **Mbps** means Megabits per second
- Internet Services means the MTN wireless internet service provided to subscribers in terms of the Application Form
- Equipment means the hardware, including but not limited to a modem, router or Smartphone, which will be sold to the subscriber and as governed in terms of the Internet hardware terms and conditions;
- **MTN SP** means Mobile Telephone Networks Service Provider Company (Proprietary) Limited;
- **Network** means the mobile telecommunication network and/or the wireless platform for Internet Services that is owned and operated by MTN;
- **Network Coverage** means the geographical area within which the Internet Services can be accessed and used by the subscriber;
- **Unused data** data that is procured in terms of the Internet Limit however is not fully utilised at the end of the calendar month
- Internet Services shall commence on the date of activation of the Internet Services by MTN and shall continue for either:
 - In the case of a price plan , 24(twenty four months);
 - In the case of a contract, on a month to month basis
- Equipment is required to access and use the Internet Service and such Equipment is subject to separate terms and conditions;
- Any Unused Data shall accrue to the following month and shall thereafter expire if not utilised within the following month. It is specifically agreed that should the subscriber not have made use of the Unused Data that he or she shall not be entitled to any credit and/or refund for the Unused Data in any manner or in any circumstances whatsoever.
- It shall not use the Internet Service for any unlawful, abusive or any other purpose including, without limited to using the Internet Service in any way that:

I hereby acknowledge that I have read the Product Specific Terms and Conditions and that I understand all the meanings thereof

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- it shall not use the Internet Service to infringe the intellectual property rights or other proprietary rights of MTN and/or any third party or to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended
- it will only use the Internet Services for purposes that are lawful and for which it was designed and will not use the Internet Services, directly or indirectly, in a way that
- interferes with MTN's ability to provide the Internet Service or any other service to the public;
- interferes with the quality and/or availability of the Network and/or
- infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act;
- is harmful, obscene, discriminatory, defamatory or illegal;
- constitutes hate speech, incitement to commit criminal acts, or invasion of privacy; infringes copyright or other intellectual property rights; spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;
- interferes with any third party's use of the Internet Services;
- transmits unsolicited bulk messages ("spam");
- unlawfully obtain information about or from third parties;
- otherwise breaches the terms or this Agreement; or
- in MTN's sole discretion constitutes abuse of the Internet Services or of the Network
- acknowledge it may change its Internet Limit on 30(thirty) calendar days written notice to MTN;
- MTN shall not be liable to the subscriber or to any third party for any modification, suspension or discontinuation of the Internet Services.
- The service provider reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Internet Services with or without notice to the subscriber. Without limiting the generality of the foregoing service provider may from time to time and without notice to the subscriber, suspend and/or disconnect the Internet Services, in any one of the following circumstances:
 - during any technical failure, modification or maintenance of the Network;
 - if the subscriber fails to comply with any provision as contained in these terms and conditions;
 - if so directed by the Authority;
- If the Internet Service is used in a way that MTN in its sole discretion deems unacceptable and /or violates any of MTN's rules or policies. MTN may take any responsive actions it deems appropriate and such actions may include without limitation, temporary or permanent filtering of internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the Branded Services.
- MTN does not provide any warranties, representations or guarantees whatsoever that the Internet Services will be available, accurate, continuous, complete, correct, error-free, secure, up-to-date and/or reliable at all times. The Subscriber therefore acknowledges and agrees that the Internet Services is rendered on an "as is" and on an "as available" basis and that it is limited by the Network, Network Coverage. The subscriber acknowledges and agrees that the Internet Services is used at its own discretion and risk.
- The subscriber acknowledges that the following circumstances and/or events may impact upon its use of the Internet Services and/or the quality and coverage availability of the Internet Services, namely:
 - local physical obstructions
 - time of day;
 - atmospheric conditions
 - other causes of radio interference
 - the features or functionality of Equipment;
 - use of the Internet Services by other customers;
 - the Network;
 - the Network Coverage;
 - limitations upon national and/or international bandwidth capacity;
 - mobile telecommunication service operator failures;
 - Network failures or Enhancements;
 - operating systems;
 - coverage mapping technologies used by third parties;
 - access technology failures;
 - technology speeds;
 - quality of service of telecommunication links or lines and/or;
 - quality wireless telecommunications links;
 - any action, omission and/or failure by the subscriber and/or the subscriber's systems, software, network and/or equipment
 - which has an impact on the Internet Services; and/or
 - any other action, omission and/or failure not within MTN's control which has an impact on the Internet Services
- MTN does not represent, warrant or guarantee or assume any responsibility for the quality of the Internet Services or of the signals or the data transmitted as part of the Service and shall not be liable for any loss, cost, claim, damage or expense which may be caused by weak signals and/or data lost.
- MTN shall not be liable to the subscriber or any third party for and the subscriber indemnifies and holds MTN and its affiliate companies, agents, employees, directors, shareholders, subsidiaries, holding companies and/or consultants (together referred to "MTN associates") harmless against any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever including (without limitation) any damages suffered by the subscriber due to:
 - any interruption of or error in the Internet Service; or

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- MTN's failure to fulfil its obligations as a result of a third party service provider's neglect, failure or refusal to make, or to continue to make, the services available to MTN including but not limited to act of default of any supplier, agent or sub-contractor.
 - MTN's failure to perform any obligations as a result of technical problems relating to the Network,
 - termination of any license to operate or use the Network,
 - any restrictions or prohibitions or other act or omission of the Authority.
 - THE SERVICE PROVIDER's failure to fulfil its obligations as a result of force majeure. For purposes of this clause "**force majeure**" means any circumstances beyond reasonable control, including without limitation, an act of God, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party service providers.
- These Product Specific Terms and Conditions need to be read and acknowledged in conjunction with the @lantic General Terms and Conditions

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