

# MTC's CONNECT-SMS

## Terms and Conditions

### 1. DISCLAIMER

Whilst every effort has been made by Mobile Telecommunications LTD (herein CONNECT-SMS) and its suppliers of information to ensure the proper performance of every service, CONNECT-SMS, its affiliated companies, suppliers, or any of their employees do not guarantee the availability of services, content and information offered. In particular, we make no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, and secure or error-free. We will only entertain requests for exchanges, returns and/or refunds at our discretion. Errors will be billed in full. By using CONNECT-SMS Services, you indemnify and hold us harmless against all or any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind (including direct, indirect, special or consequential damages) and whether in action based on contract, negligence or any other action, arising out of, or in connection with, failure or delay in performance of the Services offered, or the use of said Services.

The CONNECT-SMS service is a national service to all Namibian cellphone numbers. Should customers add International numbers to their lists, we cannot guarantee delivery as some networks regard messages from source addresses other than 081 numbers as spam. Credits are deducted upon the sending and non-delivery of SMSes.

### 2. TERMS

The basic services offered by this website ("CONNECT-SMS") are provided to you on an "as is" and "as available" basis. CONNECT-SMS uses its best efforts to maintain the quality of its services, but you should not assume that CONNECT-SMS is error-free or that it will be suitable for the particular purpose you may have in mind when using it.

### 3. CONTENT

- 3.1 CONNECT-SMS shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by you as a result of accessing this website, utilising any service offered on this website or relying on any information contained on this website for any reason whatsoever including, but not limited to, any injury, loss or damage suffered as a result of:
  - 3.1.1 errors or discrepancies in the information provided
  - 3.1.2 any unauthorised access of this website by third parties
  - 3.1.3 any breakdown or failure of any equipment or other medium of access to this website
  - 3.1.4 any failure or unavailability of CONNECT-SMS or of any third party's facilities or systems resulting in the inability to access this website or process any transaction referred to or offered on this website
  - 3.1.5 the destruction or accessing of the User's data or equipment
  - 3.1.6 any alteration, modification, upgrade or update of this website or any technology, hardware or software modification that may form part of this website
- 3.2 You hereby indemnify CONNECT-SMS against any demand, claim or action against CONNECT-SMS relating to, or in connection with, your use or accessing of this website whether directly or indirectly for any reason whatsoever.
- 3.3 CONNECT-SMS reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this website or any part hereof at any time.
- 3.4 Unless expressly stated to the contrary, CONNECT-SMS owns the intellectual property rights in and to this website, and the unauthorised use hereof is expressly prohibited.
- 3.5 You are entirely responsible for all content that you access, upload, post, email or otherwise transmit via CONNECT-SMS. We are not liable for the loss of any content you transmit and you should keep a backup copy of all such content.

### 4. EVOLUTION AND THE NEED FOR FLEXIBILITY

- 4.1 The Internet in general, the GSM Network and WAP (Mobile Internet/IP) services in particular are rapidly evolving, and CONNECT-SMS is in constant development. CONNECT-SMS reserves the right to withdraw, update or change these Terms or our Privacy Policy at any time. If you do continue to use CONNECT-SMS after a change to the Terms or the Privacy Policy, you shall be deemed to have agreed to the relevant variation.
- 4.2 Over time, CONNECT-SMS intends to expand the services that you are offered. When a new service is introduced, CONNECT-SMS may impose special Terms and Conditions on the use of that service.
- 4.3 If you do not access your CONNECT-SMS account for 6 months, CONNECT-SMS has the right to deem the account inactive and consequently to expire any unused credits, remove your personal details and render the account closed.
- 4.4 CONNECT-SMS may set maximum limits for:
  - (i) the numbers or sizes of SMS/Email messages, postings or other uploaded content stored or sent
  - (ii) the amount of disk space allocated or used on your behalf, and
  - (iii) the number and durations of occasions that you access CONNECT-SMS. These limits may vary over time without notice to you.

### 5. ACCESS TO CONNECT-SMS AND REGISTRATION

- 5.1 As CONNECT-SMS evolves, certain services may require minimum equipment, specific settings or certain bandwidth specifications. It is your responsibility to ensure that you have the right equipment, settings or bandwidth for these services at the time of access. We are not liable for any failure to use CONNECT-SMS caused by your failure to meet this responsibility.
- 5.2 Some parts of CONNECT-SMS may be accessible only to Users who subscribe or pay a "per-use" charge. These sections will be clearly marked.
- 5.3 On registration, you must provide accurate and complete information as prompted by the registration form or any other request made by CONNECT-SMS ("User Data"). If you do not complete the mandatory information fields (marked with an asterisk) your registration will be rejected.
- 5.4 If any User Data changes you must modify, maintain and promptly update the User Data to keep it accurate and complete. If you do not do this, or if CONNECT-SMS has reasonable grounds to suspect that any User Data is inaccurate or incomplete, CONNECT-SMS may suspend or terminate your account as well as access to the services.
- 5.5 You may unsubscribe from CONNECT-SMS at any time by contacting System Support at [gprsservices@mtc.com.na](mailto:gprsservices@mtc.com.na)

### 6. YOUR OBLIGATIONS

- 6.1 You must not use CONNECT-SMS in any way (including through the transmission of content) that is contrary to any applicable law or regulation or these Terms, or is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of privacy, hateful, or racially, ethnically or in any other way objectionable.
- 6.2 You bound yourself to adhere to the provisions and guidelines of the Code of Conduct.

### 7. PRIVACY POLICY

CONNECT-SMS is committed to bringing you information, whether on the internet, by Email or SMS, tailored to your individual needs, and recognises the importance of protecting the privacy of personally identifiable information collected about our Users. In adopting this customer Privacy Policy, our intent is to balance our legitimate business interests in collecting and using information with our User's reasonable expectations of privacy. By using this site, you signify your assent to CONNECT-SMS's Privacy Policy. If you do not agree to this Policy, please do not use the service. Your continued use of CONNECT-SMS following the posting of changes to these Terms will mean you accept those changes.

#### 7.1 Security

The importance of security for all personally identifiable information associated with our Users is of utmost concern to us. We exercise great care in providing secure transmission of your information from your PC or phone to our servers. Unfortunately, no data transmission can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, CONNECT-SMS cannot ensure or warrant the security of any information you transmit to us or from our online products or services, and you do so at your own risk. Once we receive your transmission, we make our best effort to ensure its security on our systems.

#### 7.2 Policies for Individuals Under 18 Years of Age

CONNECT-SMS encourages parents, teachers and guardians to spend time online with their children and to participate in the activities offered on the sites. No information should be submitted to, or posted at, CONNECT-SMS by guests under 18 years of age without the consent of their parent, teacher or guardian.

### 8. COPYRIGHT POLICY

CONNECT-SMS respects the Intellectual Property of others. We also insist that our Users respect and adhere to these regulations. CONNECT-SMS may, in appropriate circumstances and at its discretion, terminate its relationship with Users who infringe the Intellectual Property Rights of others.

make the connection

