

MTC Online Payment Services

TERMS & CONDITIONS

1. MTC Online Payment Services Terms of Use

By using the MTC Online Payment Services, the customer agrees to be bound by the following terms and conditions.

2. Acceptance and Registration

These Terms and Conditions shall be applicable to customers choosing to utilise the MTC Online Payment service.

These Terms and Conditions set out the terms of service including the rights and duties between the customer and Mobile Telecommunications Limited, ("MTC"), with registration number 94/458. The Customer should carefully read these Terms and Conditions. Should any term be uncertain, kindly contact MTC for clarity prior to binding yourself to the Terms and Conditions.

3. General Terms of Use

MTC Online Payment Services provide customers with the ability to make online purchases and payments from MTC's web applications, including but not limited to, the MTC Website and the MTC App.

All the services that are presented via the MTC Payment Services platform are over-the-air transactions and are delivered to the customer's device instantly as soon as the payment transaction has been completed. Any complaint or claim to a refund will need to be made via MTC's 24-hour Contact Centre (12000 or 13000).

MTC reserves the right to cancel any purchase/payment on its platforms or refuse or cease access to its platforms to any customer at its sole discretion and without prior notice.

MTC may at any point in time change or modify the structure of its online platform. MTC may at its sole discretion amend, improve or modify its terms and conditions, the services offered or its operation at its sole discretion and without prior notice.

The customer may use the MTC Payment Service to purchase/pay the applicable services and not for any other purpose. Without limitation, customers shall not be allowed to make any speculative or fraudulent transaction.

Any purchase/payment made through MTC's Payment Service can be paid only by the forms of payment presented on the platform. Any person who owns a valid credit or debit card may purchase or pay products and services via the online platform.

The successful execution of the transaction made through the MTC Payment Service shall be subject to the receipt thereof by MTC of an approval from the customer's credit or debit card provider for the purchase.

MTC's Online Payment Service is intended for purchasing or paying different services and products and for the receipt of information in this regard to such services and products. No other use is permitted.

If the customer represents that s/he is of a sufficient legal age for this service, they will be legally bound to any liability that s/he may incur as a result of the use of the services. Thus, such customer shall be financially responsible for all service use made via the MTC Online Payment Service by the customer.

4. Access Information

MTC does not store or record the customer's bank card information or details. Please refer to Payment Gateway terms and conditions on the payment page when a payment is concluded.

For security, identification and verification purposes, when utilising MTC's payment service channels, customers shall utilise a variety of access codes to identify themselves, such as access number, Personal Identification Number ("PIN"), card number, account number, User ID and Password, etc. These shall be referred to as "access codes".

Customers should ensure their access codes are kept confidential and safe. The access codes may only be utilized by the customer, customers are not permitted to provide their access code to any other person.

Access codes should not be kept together with other documents or any devices utilised to gain access to MTC's service channels. (e.g. cellphone).

Customers may not register for the service or access the service channel using another customer's access codes, information or device. As the customer's transactions are handled remotely (non-face-to-face), customers authorise MTC to act on and accept all instructions/transactions ("transactions") that occur after the customer enters its access codes.

MTC shall accept that all such transactions have been authorised by the customer, even where such transactions took place without the customer's knowledge or consent or were not authorized by the customer. This shall not be applicable to transactions that occur after a customer has requested MTC disables any access code.

It is the customer's responsibility to immediately inform MTC where the customer is aware or suspects their access code to have been stolen, compromised or misused. The burden of proof of such notice to MTC shall rest with the customer.

Upon disabling of a customer's access code, MTC shall have the right to reject any instructions received from the access code after such code has been disabled. MTC may also suspend or reverse instructions received before the access codes were disabled. MTC may refuse to process instructions/communications or can disable a customer's access, where the customer does not meet the verification criteria required by us from time to time.

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5. Transaction Notifications

As is practice already, MTC notifies the customer of each transaction or purchase made via its Online Payment Services via SMS.

6. Purchase Procedures

The customer would be required to enter details of the chosen purchase, the form of payment details, and all other details requested by the order form. The customer shall be solely responsible for all and any errors while entering the different requested details, including but not limited to errors in choosing the service details and / or the shipping and billing details and / or services or products that the customer wishes to purchase.

The customer shall be responsible for providing MTC with correct and complete information when transacting. MTC shall not be responsible to verify or confirm any information, including the identity or bank account details entered or the cellphone number of the recipients of a bundle subscription. It is a customer's responsibility to check that the information provided is correct. MTC shall not be liable for any loss or damage where a customer provides the wrong or incomplete information. MTC will not be liable where the customer fails to complete a transaction or where a customer does not follow instructions.

MTC shall not request confirmation or verification of any transactions submitted by a customer.

Certain transactions cannot be reversed or stopped once confirmed and finally submitted to MTC, including, the purchase of pre-paid products and payment of invoices.

Where the system does not accept any customer's purchase details for whatever reason or cause, MTC shall not be held liable or responsible.

It is a criminal offense to enter false details, including invalid credit card details and/ or details of credit cards that the customer has no right to use. Legal action may be taken against anyone entering false information, including civil suits for damages, which MTC, might incur due to, or regarding, the entering of false information.

MTC is under no obligation to accept the customer's purchase or payment and/ or to give it priority over other purchase/payment including purchases/payments that were made later.

7. Prices and Payments

The prices listed on MTC Online Payment Platforms are valid for purchases made exclusively through this platform. All are prices specified in Namibian Dollars. All payments in different currencies shall be translated to Namibia Dollars (N\$), as per the selling transfer rate of the Namibia Dollars (N\$), MTC shall debit the customer's credit/ debit card for the purchase only after confirmation of the purchase.

The total amount that the customer is charged is clearly indicated on the payment page.

MTC reserves the right to request that the credit/debit card that made payment must be presented together with valid identification documents, when the service and or product is consumed and or delivered or picked up. In all cases, if the card holder is not the service and or product consumer, MTC may request additional verification information.

8. Notice to Customers

The customer agrees that MTC may obtain its credit/ debit card number from the customer and/or the customer's bank. For the customer's protection, MTC may (but is not obliged to) use the customer's cellphone number for authentication purposes.

9. No Offer

Unless clearly stated, all material on the service channel merely constitutes an invitation to do business with MTC. It does not constitute advice or an offer or solicitation to buy or sell, to dispose of, or enter into any investment or transaction.

Purchases, Payments or Subscriptions Will Not Be Processed If Funds Are Not Available.

Any purchase, payment or subscription received by MTC, will be subject to the availability of sufficient funds. Where a customer does not have sufficient funds in the customer's bank account we will not honour the transaction.

10. Fraud

Customers should ensure that their devices utilised for transacting remains in the customer's possession and is protected with an additional access code, password or pattern lock.

Where customers receive suspicious communications (including emails, SMSs) call MTC on 12000 or 13000 immediately.

11. Privacy

MTC shall keep the customer's data confidential and protected to the best of its abilities.

12. Security

Customers should refrain from disclosing their access codes to any person, including any staff member of MTC or any person claiming to work for or representing MTC in any way.

Customers must (where applicable) log off from the service channel once a transaction has been completed. Customers must use recommended hardware and software. Failure to do so may result in the service channel not being available or not operating properly. Failure to do so may also expose customers to security risk.

13. Customer's Access to Software and Hardware

It shall be the customer's sole responsibility to ensure that the customer has the necessary hardware, software and access to third-party communication services to make use of the service channels. The customer shall be responsible for paying the costs of obtaining the necessary hardware, software or third-party communication services.

MTC shall have no control over the equipment, software or service providers. It is MTC's responsibility to ensure that the customer has the necessary anti-virus or anti-malware software on the customer's device. MTC shall not be responsible for any error or delay that may arise as a result and are also not responsible where the customer is unable to access the service channels because of its equipment, software or services.

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14. Availability of service channels

The service channels may not be available from time to time due to routine maintenance or emergency repairs or because of the unavailability of electricity, any telecommunication system or networks. In this case please feel free to use MTC's other available service channels.

15. Limitation of Liability

By utilising the MTC Online Payment Service, the customers are bound and subjected to all the Terms and Conditions of MTC. MTC shall be indemnified against any technical errors beyond its reasonable control.

If due to any act or omission, the platform does not function as intended, including problems with infection of computer viruses, tampering, bugs, fraud, unauthorized intervention, technical failures and/or any causes beyond the control of MTC, which affect or corrupt the process, administration, security, integrity, fairness or proper conduct of this platform, MTC reserves the right to disqualify any person who tampers with the platform, take any action that may be available and to cancel, modify, suspend or terminate the website or mobile app, subject to any regulations.

MTC reserves the right to amend, cancel, suspend or terminate the terms of this service at its own discretion. The participants agree to indemnify and hold MTC harmless and its employees, board of directors, agents, suppliers, from and against any and all claims, liability, loss, expenses, suits, judgments, demands and costs (including all reasonable legal fees and expenses) arising out of (i) the acts or omissions of use of the online shopping platform or (ii) any accident, injury, or death to persons or loss of or damage to property, or fines and penalties, in whole or in part, except to the extent that such damage is due solely and directly to the negligence of MTC.

MTC shall not be held responsible for any technical and/ or other problems that may prevent the customer from purchasing/payment any Products and/ or Services on the MTC Online Payment Platform.

16. Delivery and Dispatch Policy

MTC's normal delivery and dispatch policies and procedures are followed. Over-the-air deliveries will take place once the transaction is complete and has been paid for and will be confirmed with an SMS.

17. Cancellations

All the services that are presented via the MTC online Services platform are over-the-air transactions and are delivered to the customer's device instantly as soon as the payment transaction has been completed.

A transaction which has been completed cannot be cancelled and the customer is encouraged to please ensure that they are certain before completing the transaction.

18. Entire Agreement, Additional Terms and Severability

These Terms and Conditions, together with those incorporated herein or referred to herein, constitute the entire Agreement between MTC and the customer, relating to the subject matter hereof, and supersedes any prior understandings and / or agreements (whether oral and / or written) regarding the subject matter, and may not be amended and / or modified except in writing or by making such amendments or modifications available on the MTC Online Payment Platforms.

Additional terms and conditions may apply to online purchases and payments of MTC services and products, and the customer agrees to abide by such other terms and conditions.

The Terms and Conditions shall be deemed severable. If any provision shall be determined to be unenforceable and / or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by the applicable law, and such determination shall not affect the validity and enforceability of any other remaining provisions.

19. Copy Right

This website and mobile app and all content contained within it is protected by copyright and no portion of it may be used without express written permission from Mobile Telecommunications Limited.

20. Jurisdiction and Choice of Law

The law of Namibia only, shall govern this Agreement and the purchases made through MTC Online Payment Service.

21. Customer Support/ Dispute Resolution

Customers are encouraged to liaise with MTC via its 24-hour Contact Centre, toll free on 12000 or 13000 or by visiting a MobileHome in his/ her area. Every comment is captured and logged on MTC's customer service system for resolution.

Customers are free to comment/ report any irregularities on feedback@mtc.com.na.

22. No Warranties

No warranties, whether express or implied, are given in respect of the service channels or the value added services, including in respect of their performance, quality; security; suitability; content; information; availability; accuracy; safety or reliability.

23. Disclaimer

Every effort has been made by MTC and its contributors to ensure the proper performance of the MTC Online Payment Service, the accuracy of the information and the reliability of the programming.

MTC in no way guarantees the availability of services, content or information offered on the MTC Online Shopping Service.

We make no representations or warranties, whether expressed or implied, and assume no liability or responsibility for the proper performance of this website or mobile app and/or the services and/or the information and/or images contained therein, and the services are thus used at your own risk.

MTC makes no warranty that the services will meet the customer's requirements, be uninterrupted, complete, timely, and secure or error free. Furthermore, this site may contain hyper-links to third party sites. MTC is not responsible for the content of, or the services offered by those sites. The hyper-links are provided solely for the customer's convenience and should not be construed as an expressed or implied endorsement by MTC of these sites or the products or services provided therein.