

# DATA BUNDLES WITH VALIDITY TERMS & CONDITIONS

1. The add-on Data Bundles will be available to all customers excluding customers that make use of Turbo Boost based Service Plans.
2. There are 7 Add-on Data Bundles, namely;

Product	Price N\$	Bundle Volume - Excl. VAT	In-bundle rate per MB	Validity Period (Days)
Data bundles	13.00	40 MB	0.33	60
Data bundles	20.00	80 MB	0.25	60
Data bundles	85.00	400 MB	0.21	60
Data bundles	139.00	800 MB	0.17	60
Data bundles	235.00	1,5 GB	0.16	60
Data bundles	353.00	3 GB	0.12	60
Data bundles	1,069.00	15 GB	0.07	60

3. Customer can purchase Add-on Data Bundles via USSD (\*682#), SMS (147) or via the MTC App.
4. Customers can buy more than 1 bundle at the same time.
5. Expiry dates of the Data Bundles is always the longest period of validity, in other words, the validity does not accumulate.
6. Customers who still have a balance on the old data bundle will be able to use it until it is depleted or expires.
7. Prioritizing of add-on data bundles:
  - a. New Data Bundle with Validity
  - b. Data bundle (if customer has previous data bundles prior to 4 November 2015)
  - c. Recharge / Available credit Wallet
8. By subscribing to the qualifying products, the customer agrees to be bound by these Terms and Conditions.
9. Data included in any service plan, or any data bundle, cannot be used when the customer is roaming internationally.
10. MTC will not be held liable for any content that is of an offensive or explicit nature.
11. The data volumes include both downloaded and uploaded data. A gigabyte is 1024 megabytes (MB).
12. If the customer uses the following applications; namely: Peer-to-peer (P2P) sharing software, P2P TV, streaming video services or software update services, such customers are more likely to exceed the Fair Usage Policy limit, as many of the above applications continue to send and receive data constantly in the background. Even if a customer is not downloading a file, the above applications may still be transferring data.
13. If, in MTC's reasonable opinion, a customer is deemed to be abusing the service in any way, such as exceeding the Fair Usage Policy, MTC may ask such a customer to moderate their behaviour and, in extreme cases, MTC may limit the speed of, or block access to, data services, or disconnect the customer.
14. The service does not cover the customer's OTT (Over-the-Top) applications such as WhatsApp or Facebook subscription should the OTT decide to charge for access to the application in the near future.
15. In the event WhatsApp or Facebook launches new services and does not inform MTC within a reasonable period, customers will be charged for those services and MTC will not be held liable. MTC will ensure that it makes every effort to prevent this from happening however does not have full control of this service due to it being a third-party service thus it shall not be held liable.
16. The customer's connection speed will depend on various factors, inter alia USB Dongle, Wi-Fi router or device used, the coverage in your area, the network conditions and others factors. Visit <http://www.mtc.com.na/coverage> for the MTC coverage map, call the Contact Centre on 13000 or 12000 for general queries, or visit an MTC MobileHome.
17. MTC shall inform the customer 7 days before they reach the validity period date and then again 2 days before validity period date is reached provided that the data bundles have not been depleted before validity period is reached.
18. MTC shall not be responsible in any way for claims, loss or damages (direct, indirect, consequential or otherwise), arising from the customer's use of the service.
19. MTC reserves the right to suspend the customer's access to the service in the event that fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, MTC shall be entitled to terminate the service. Customers will not have a claim against MTC.
20. MTC may withdraw the product or shorten the duration of the availability of the product in its sole and absolute discretion and will notify customers in advance if it chooses to do so. Customers will not have a claim against MTC in this event.
21. MTC reserves the right to vary these Terms and Conditions at its sole discretion, whether as a result of new legislation, statutory instruments, government licenses, amendments to the standard Terms and Conditions of MTC, any similar event or not and the customer hereby consents to the said variation. MTC may at its sole discretion, elects to notify the Subscriber of any variation in writing or to publish such variation on its website and or at its principal place of business.
22. By continuing to subscribe to the service after receipt of the above notice, the customer agrees to be bound by the amended Terms and Conditions. However, such change shall not adversely affect customers whose bundles are already in use until the bundle purchased depletes the validity.
23. All standard Terms and Conditions of MTC apply.