

# MTC Taamba Advance

## TERMS & CONDITIONS

1. By activating the Taamba Advance, the customer agrees to be bound by this Terms and Conditions.
2. For purposes of this Terms and Conditions, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:
  - a) Age on Network shall mean period the customer has been on the MTC network. This will initially be based on the number of times a customer has recharged for the past 6 months. Thereafter, there will be an ongoing credit vetting and the customer needs to have been on the network for at least two months.
  - b) Frequency of recharges is not explicitly defined, this will however be utilised to determine the customer's qualifying amount.
  - c) Average revenue per user is not a defined value, this will however be based on the customer's average number of recharges.
  - d) Status on network and status history the customer in order to qualify for Taamba Advance needs to be active on the MTC network for at least two months.

3. The Taamba Advance allows active MTC Pre-paid customers who meet the criteria set out in Clause 6 below to request for airtime in advance and pay it back on their next recharge.

4. A service fee of N\$1 will be charged for the provision of Taamba Advance valued at N\$10.00 and below. Taamba Advances valued above N\$10 there will be a 10% service fee. This is payable over and above the value of the advanced amount. The table below highlights the service fee for each request and actual airtime credited on a customer's account:

Requested amount (N\$)	Service Fee (N\$)
150	15
140	14
130	13
120	12
110	11
100	10
90	9
80	8
70	7
60	6
50	5
40	4
30	3
20	2
10	1
5	1
3	1

5. All prices and usage rates herein provided shall exclude VAT, unless otherwise stated.
6. The Taamba Advance is available to active MTC Pre-paid customers based on the following criteria:
  - a) Age on Network;
  - b) Frequency of recharges;
  - c) Average revenue per user;
  - d) Status on network and status history;
- 5.1 The following additional criteria will be considered for customers after utilising the service:
  - a) Customer's Taamba Advance usage and repayment history;
  - b) Customer's Taamba Advance loan status
7. Customers are deemed to qualify in line with aforesaid criteria are permitted to utilise the service.
8. Customers who are deemed not to be qualified will receive an appropriate message informing them that they are not qualified to access the service to obtain Taamba Advance.
9. On approval of a request for Taamba Advance a customer will be presented with the airtime denominations that they qualify for based on the selection criteria in Clause 6 above.
10. To access the service a customer can dial \*141#, the customer will then receive a confirmation SMS from MTC indicating the Taamba Advance has been credited to the customer's account.
11. Customers will receive a confirmation SMS in the following scenarios:
  - a) When their account has been credited with the Taamba Advance amount;
  - b) On recharge and the Taamba Advance deduction has been made and when the full amount of the Taamba Advance has been paid

12. Customers will receive an SMS for each transaction.

13. A customer will also be able to request on demand their transaction history and current account status.

14. The customer is responsible for providing accurate information on the Taamba Advance amount required. A Taamba Advance request cannot be cancelled or reversed once it has been submitted.

15. The customer can pay for the advanced airtime by recharging with MTC recharge vouchers or via a third-party top-up or airtime transfer.

16. The total amount payable by the customer will be the service fee together with the amount of airtime that has been advanced to the customer. The customer will be liable to pay the total amount. This amount will be paid with the airtime attained when a customer recharges his/her account.

**Example:** A customer receives Taamba Advance of N\$50.00 airtime, the customer will be liable to pay N\$50.00 (airtime amount) plus N\$5.00 (service fee) which equals N\$55.00 (total value to be paid).

17. Once a Taamba Advance is made, MTC reserves the right to make deductions from the airtime of a customer automatically until the Taamba Advance amount and service fee are recovered in full. The Taamba Advance may be recovered in a lump sum or instalments until it is recovered in full.

18. Partial and full deductions will be supported as follows:

a) A partial deduction occurs when a customer does not have enough airtime to fully pay the advanced airtime. The Customer's account will be deducted by the airtime amount currently available, and the remaining advanced airtime will be deducted on the Customer's next recharge.

b) A full deduction occurs where the Customer's airtime balance is sufficient to deduct the full amount from.

19. Qualifying amount refers to the unique value that each customer is given based on their recharge and Taamba advance repayment behaviour. A customer will be allowed to have more than 1 (one) advance at the same time but only up to the maximum amount which they are qualified to receive, and may use the Service again once a portion of their balance has been repaid.

20. The repayment will be applied to the older Taamba Advance and its associated service fee until the advance is repaid in full. Thereafter the next oldest advance and its service fee will be repaid until the full amount owing has been repaid.

21. The advanced airtime may be used for International and National Voice Calls, SMSs and MMSs or Data usage, or to purchase any bundles such as Data Bundles, International Voice Bundles or Aweh Bundles.

22. The Taamba Advance will be seen as a normal recharge in the customer's account.

23. Customers are permitted to transfer the advanced airtime as per the current Airtime Transfer Business Rules.

24. Customers that have not paid MTC the total amount and who wish to migrate to a post-paid package first need to settle their outstanding Taamba Advance balance prior to the customer being able migrate.

25. Should a customer wish to migrate from Pre-paid to Post-paid, customer's Taamba Advance service will no longer be available.

26. As and when necessary, the customer consents to MTC obtaining, using, storing and/or disclosing the customer's personal information provided to MTC to its agents and/or consultants and/or trade partners and/or Service Providers, but only to the extent necessary and in order to provide seamless and proper services to the customer.

27. MTC and any of its agents, directors, affiliates, members or employees shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of the Services. MTC shall not be held liable in the event that, for any reason whatsoever, the Taamba Advance Service are not available or you experience any technical issues arising from your use of this service.

28. MTC reserves the right to suspend the customer's access to the service in the event 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.

29. MTC has the right to withdraw, or shorten the duration of either of the services, or amend the service fee in its sole discretion and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against MTC in this event.

30. If, in MTC's reasonable opinion, a customer is deemed to be abusing the service in any way, MTC may ask such a customer to moderate their behaviour and in extreme cases, block access to the service, or disconnect the customer.

31. 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 customer of any variation in writing or to publish such variation on its website and or at its principal place of business.

32. 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.

33. All standard Terms and Conditions of MTC apply.