

Tango Terms and Conditions

1. The MTC '**Tango SIM starter pack**', and the 'Tango recharge voucher' together with any services or facilities required and provided for the use thereof (collectively and individually hereinafter referred to as "**Tango products**") are sold subject to these terms and conditions.
2. Tango products shall be used strictly in accordance with the user instructions and guidelines provided with the relevant Tango product, or subsequently notified to purchasers or users, as the case may be, by MTC in readable format on the display screen of a Tango handset.
3. Tango products are purchased and used at the sole risk of any purchaser or customer, as the case may be. A customer shall have no claim of whatsoever nature or from whatever cause arising from or in connection with the use thereof, and more specifically also not against the seller or MTC. No guarantees, warranties or representations, express or implied, regarding the condition, merchantability or fitness of Tango products for any particular use or purpose are made.
4.
 - i. A Tango starter pack/Tango account is valid or in active status for 60 days, subject to one chargeable event.
 - ii. In the case of no chargeable event, the account will move into expiry status for 30 days. During the 30-day grace period, a customer can recharge to move back to active status.
 - iii. If no recharge happens the customer will move to deactivated status for 30 days. In this status customers should visit any MTC Retail store /Dealer to ascertain if their MSISDN is still available for reactivation. Should the MSISDN be available, customers can reactivate the MSISDN at a cost.
 - iv. MTC will not provide a refund for any unused balance on the Tango starter pack/Tango account after the aforesaid period.
 - v. After 180 days, customers will not be able to reconnect to the account.
 - vi. MTC will not provide a refund for any unused balance on the Tango starter pack/Tango account after the aforementioned 180 days.
5. Regarding the Tango recharge vouchers, including any '**free airtime**' sold with certain Tango products ("**vouchers**"), it is recorded that:
 - i. Vouchers are valid only for the validity period specified on such voucher ("the validity period") and from the recharge date; any credit remaining at the end of the validity period shall be lost, unless another voucher is used and the account credited prior to the expiration of the validity period; in such an event, the remaining credit will be retained and may be used during the validity period available under the subsequent voucher.
 - ii. The terms and conditions pertaining to the use of the vouchers, including any services or facilities provided in connection with such voucher, may at any time be changed by MTC and also more specifically the tariffs on the basis of which available airtime is determined.
 - iii. The credit established under a voucher shall be used exclusively in conjunction with an MTC Subscriber Identification Module card (SIM card);
 - iv. Itemised bills in respect of telephone calls made using a Tango product shall be provided at a cost, and MTC is under no obligation to provide proof of how the value acquired through a voucher had been utilised, or of any telephone calls made or received through a Tango product unless required by the customer.
6. The tariffs on the basis of which charges are debited for the use of airtime with Tango products are set out under TARIFFS in the Tango user instructions. MTC reserves the right to alter, upon such notice as MTC may at its discretion determine, the said tariffs or units.
7. MTC will make all reasonable efforts to ensure that the network on which Tango products are operated is available while a credit is available under a Tango recharge voucher. However, MTC does not warrant the continued availability of the network, nor does it warrant against calls being discontinued for any reason whatsoever.
8. No customer or person is permitted to reserve, engineer, decompile or modify in any way the software, the **MSISDN** or **ICC** contained within any SIM card. If MTC has reason to believe that such unauthorised actions are or have been taken in relation to any Tango product, MTC shall have the right, without prior notice, to suspend the further use of any airtime pending the outcome of an investigation.
9. No right, title or interest in the software associated with any Tango product shall vest in or be transferred to a purchaser of any Tango product, and more specifically also with regard to any cellphone number (MSISDN) and the International Card Configuration (ICC) contained in the Subscriber Identification Module (SIM) card allocated with certain Tango products.
10. The Tango SIM card contains complex electronic circuitry and can easily be damaged. MTC offers no warranty on the Tango SIM card.
 - i. The customer acknowledges and agrees that the cellphone number they are using can be blocked by MTC in the event that the customer abuses the emergency number 112 in any manner.
 - ii. The customer further acknowledges that MTC shall impose a penalty fee of N\$100.00 to enable the cellphone number to be unblocked.
11. MTC reserves the right to notify customers of any information which MTC, at its sole discretion, deems relevant and reserves the right to market its products by way of SMS.
12. Notwithstanding any other provision of these terms and conditions, MTC shall at any time suspend the cellphone number of a customer in its entirety without cause, if it deems the conduct of the customer to not be within the public interest, immoral or contravening any law.
13. All standard terms and conditions of MTC apply.

