

# TAAMBA GIFTING TERMS & CONDITIONS

1. By subscribing to the qualifying products, the customer agrees to be bound by these Terms and Conditions.
2. The Taamba Data Gifting allows a customer to purchase any of the existing 7 Add-on Data bundles from their available airtime for another customer, 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	1069.00	15 GB	0.07	60

3. This Data Gifting is available to all active Pre-paid and Post-paid customers excluding customers that make use of the Turbo Boost based service plans.
4. The receiving and gifting customers of the gifted data bundles must be active MTC Post-paid or Pre-paid customers, the customers must have a positive balance or credit Wallet in order to make use of the service.
5. Prioritizing of the gifted data bundles will be as follows:
  - a. New Data Bundle with Validity (Gifted data)
  - b. Data bundle (if the customer has previous data bundles prior to 4 November 2015)
  - c. Recharge or available credit Wallet
6. Customers can gift data bundles by dialing \*682# and following the instructions as follows:
  - a. Bundles
  - b. Select Taamba Gifting
  - c. Select Bundles you want to gift
  - d. Enter Number to whom you want to gift
  - e. Confirm purchase
7. On successfully gifting data bundles both the gifting customer and the receiving customer will receive a notification to inform them that the gifting transaction was successful.
8. Customers can dial \*131# or \*139# or \*682# to view their balance.
9. Customers can dial \*682#, select Balance Enquiry, then Data Bundle expiry, to view the expiry date of the data bundle
10. The balance Enquiry will accumulate all the balances of the subscriptions and provide the customer with a consolidated balance indicating the Free data, minutes and SMS's for all data bundle subscriptions.
11. Customers may gift or receive more than one data bundle at a time.
12. The gifted data has no cash value, is not returnable nor refundable, and will not be exchanged nor redeemed for cash.
13. The customer gifting another customer with data should ensure that they are purchasing data for the correct number. The customers are urged to verify and confirm the beneficiary number and the data bundle of choice is correct before completing the transaction. Should a customer's purchase data for an incorrect number, MTC is unable to reverse the transaction.
14. The gifted data cannot be used when the customer is roaming internationally.
15. The data volumes include both downloaded and uploaded data. A gigabyte is 1024 (MB).
16. 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 their Fair Usage Policy limit, as many of the above applications may still be transferring data.
17. 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.
18. 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 and the network conditions and others. Visit <http://www.mtc.com.na/coverage> for the MTC coverage map or call the Contact Centre on 13000 or 12000 for general queries, or visit an MTC MobileHome.
19. 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.
20. MTC shall inform the customer 7 days before they reach the validity period and then again before the validity date reached provided that the data bundles have not been depleted before the validity period is reached.
21. MTC will not be held liable for any content that is of an offensive or explicit nature.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. All Standard Terms and Conditions of MTC apply.