

MOBILE BROADBAND FAIR USE POLICY

Terms and Conditions

1. A small number of users are responsible for generating large volumes of traffic on our network, which can impact the service we offer to our other customers. The Fair Usage Policy is designed to ensure that all of our customers receive a fast and reliable service.
2. The data volumes include both downloaded and uploaded data. A gigabyte is 1024 megabytes (MB). The customers will not be impacted by the fair usage policy. However, if a customer use the following applications namely: peer-to-peer (P2P) file sharing software, P2P TV, streaming video services or software update services such customers are more likely to break the fair usage policy as many of these 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.
3. If, in MTC's reasonable opinion, a customer is deemed to be abusing the service in any way, such as exceeding fair use policy, MTC may ask such customer to moderate the behavior – and in extreme cases, MTC may limit the speed of, or block access to, data services, or may disconnect the customer.
4. There is no limit on the monthly network usage. However, depending on the customer's product / package should a Customer's usage reach 50GB or 90GB (whichever is applicable) within one Billing Cycle month, the downloading and uploading speed shall be reduced to a maximum of 512kbps for 3G packages and 1Mbps for 4G packages for the remainder of the Billing Cycle month notwithstanding the fact that payments or additional Add-on Data Bundles have been made or purchased.
5. Any Service plans that has the Turbo Boost add-on functionality does not have the same limitations as set out above. Turbo Boost enabled Service plans each have their own Fair Use Policy as stated in the product / service plan documentation.
6. Best effort Download/Upload Fair Use speed will apply to the applicable data volume as set out in each data service plan product description. Fair Use Policy will commence once a customer depletes the included data volume as set out in the specific service plan Best effort Download/Upload Fair Use speed.
7. Data included in any service plan or any add-on data bundle or add-on Turbo Boost bundle cannot be used when the customer is roaming internationally.
8. MTC will not be held liable for any content that is of an offensive or explicit nature.
9. The customer's connection speed will depend on various factors inter alias USB Dongle, WiFi router or device used, the coverage in the customer's area and the network conditions and others factors.
Visit <http://www.mtc.com.na/coverage> for the MTC coverage map or call the call center on 130 or 120 for general queries, or visit a MTC MobileHome.
10. MTC may amend, modify or otherwise change the generic Terms and Conditions by giving 14 day notice to the customer of its intention to amend the Terms and Conditions by sending an SMS or publishing such changes on its Website or in the media. The customer will have the option to terminate the service after receipt of the notice of the publication.

By continuing to subscribe to the service after receipt of the 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 or reached it's validity.

11. MTC may change or withdraw services at any time and we may change or introduce new terms to this agreement at any time. If we do, we'll give you at least 14 days' notice of these changes by sending an SMS message or publishing such change on its Website, unless we believe such changes will not disadvantage you or if these changes are not to your material detriment.

Should the customer decide to buy a add-on bundle, he/she shall be deemed to have consented so such change. However, such change shall not adversely affect customers whose bundles are already in use until the bundle purchased depletes the validity.

12. 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 Promotion.
13. MTC reserves the right to suspend the customer's access to the campaign 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 campaign. Customers will not have a claim against MTC.
14. MTC may withdraw the add-on 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.
15. By subscribing to the qualifying add-on products, the customer agrees to be bound by these Terms and Conditions.
16. All standard Terms and Conditions of MTC apply.