

MTC's hosted e-mail

Terms and Conditions

By using any of MTC's services, customers agree to comply, and to remain responsible, by agreeing to adhere to generally acceptable Internet and e-mail etiquette. In this regard you will be expected to have read and familiarized yourself with the below.

MTC reserves the right to change or modify the Terms and Conditions at any time and will make an updated version available on its website, which can be found at <http://www.mtc.com.na/>.

Condition 1

No new mail will be delivered during office hours (07h00 to 17h00, Monday to Friday) to your mailbox if the size exceeds 10 Megabytes of information.

Condition 2

MTC restricts the size of any individual e-mail, sent or received, to a maximum of 10 Mb per e-mail.

Condition 3

MTC will be entitled to take such steps to fight SPAM / junk-mail / unsolicited mail as MTC may deem necessary and/or appropriate from time to time, including (without being limited to) not delivering any mail which MTC, in its sole discretion, suspects of being or containing SPAM / junk-mail / unsolicited mail.

SPAM / E-mail abuse is prohibited, but not limited to, the following activities:

- 3.1 Sending multiple unsolicited electronic mail messages or "mail-bombing" to one or more recipients.
- 3.2 Sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services.
- 3.3 Sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials.
- 3.4 Sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender.
- 3.5 Sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of MTC by virtue of quantity, size or otherwise.
- 3.6 Using another site's mail server to relay mail without the express permission of that site.
- 3.7 Using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin.
- 3.8 Using an IP addresses that the customer does not have the right to use.
- 3.9 Collecting the responses from unsolicited electronic messages.
- 3.10 Maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages.
- 3.11 Sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party's privacy.
- 3.12 Using distribution lists containing addresses that include those who have opted out.
- 3.13 Sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header.
- 3.14 Falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin.
- 3.15 Using redirect links in unsolicited commercial e-mail to advertise a website or service.
- 3.16 Posting a message to more than ten (10) online forums or newsgroups, which could reasonably be expected to generate complaints.
- 3.17 Intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties.
- 3.18 Knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends.

Condition 4

Customers are responsible for ensuring and maintaining security of their systems and the machines that connect to and use MTC's hosted e-mail, including the implementation of necessary patches and operating system updates. We reserve the right to limit the number of emails that you may send in any given period or to limit the total messages volumes (amount of data) sent.

We reserve the right to establish policies, rules and limitations, from time to time, concerning the sending of SPAM / Junk mail / unsolicited mail (MTC will be entitled to take whatever action MTC may deem necessary and reasonable to preserve the security and reliability of its network).

Condition 5

Upon cancellation/deleting of your mailbox you will lose your username and e-mail address. 90 days after cancellation, MTC may re-issue your username and e-mail address to a new subscriber.

Condition 6

Any MTC Mobile mailbox not accessed during the past 1 year (365 days) will be deleted after MTC did a backup of said mailbox. MTC does not guarantee the retrieval of any mails/information backed up. Once the mailbox is deleted, MTC may not keep copies of your e-mails on our servers. E-mails may be deleted and purged off the system daily. You agree that MTC will not be liable in respect of any loss or damage caused by or arising from the implementation by MTC of the mailbox rules, as set out above, for any reason whatever.

Condition 7

Referring to points 5 and 6 above, this exclusion of liability of MTC for loss or damage will include (but is not necessarily limited to):

- 7.1 Loss or damage caused by negligent acts of MTC and any acts of MTC's employees.
- 7.2 Any direct, consequential, incidental, indirect or special loss or damage flowing from business interruption, loss of business information, loss of data or any other cause.
- 7.3 Any loss or damage, whether it could have been foreseen or not.

You hereby unconditionally and irrevocably indemnify MTC and agree to indemnify and hold MTC harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whomsoever arising, suffered or incurred by MTC as a result of any claim instituted against MTC by you or a third party (other than you) as a result of (without limitation) the abovementioned conditions.

Condition 8

MTC Mobile e-mails are accessible from anywhere in the world using any ISP's network; provided that you are using the MTC Mobile web portal <https://webmail.mtcmobile.com.na/>.

When making use of an e-mail client (such as Microsoft Outlook, iOS Mail etc.) the ONLY way to access MTC Mobile e-mail is when connected via MTC's 2G, 3G or 4G network.

Condition 9

You may have one (or more) mailboxes with 20MB in size. If you exceed your mailbox size, no new mail or attachments will be delivered to any of your mailboxes. You will, however, be able to receive mail again if you either delete mail and/or attachments from your mailbox. Mailbox size can be increased per e-mail request to vas@mtcmobile.com.na and supplying us with the following information:

- 9.1 Your name and surname.
- 9.2 E-mail address
- 9.2 E-mail Username.
- 9.2 A brief description of what the reasons are for applying for a bigger mailbox.

MTC will acknowledge receipt of your request within 3 (three) working days and act upon it.

Condition 10

MTC will use its best endeavours to notify you in advance of any maintenance and repairs which may result in the unavailability of a service, but cannot always guarantee this. We are committed to provide you with uninterrupted services. However, we cannot guarantee that service and the allocated capacity will always be available.

Condition 11

We can terminate the service at any time if we decide to discontinue the service offering for any reason whatsoever, without any further liability to you.