

ANNEXURE A

TERMS AND CONDITIONS OF THE MTC CAPPED DATA PLANS

1. The new Capped Data plans will be available to all PostPaid Customers on the Netman, Mobiz or SmartShare product suites.
2. Herewith applicable service plans for the permanent tariff:

NetMan, Mobiz and SmartShare Capped Data plans	Contract period Months	Connection Fee N\$	Monthly Subscription Fee N\$	Permanent Data MB's
Capped Shared SIM	12,24 or 36	218	50	0
Capped 10GB	12,24 or 36	218	199	10240
Capped 30GB	12,24 or 36	218	249	36120
Capped 60GB	12,24 or 36	218	399	61440
Capped 90GB	12,24 or 36	218	599	92160
Capped 250GB	12,24 or 36	218	1599	256000
Capped 1024GB	12,24 or 36	218	3999	1048576

3. Capped Data plans' data usage is restricted to Free Data Included and Data bundles. Once these are depleted, data usage will be capped in its totality. Customers can purchase a Capped Data Bundle to resume usage. There will be 2 options of bundles - a 7 day and a 30 day Capped Data Bundle:

Capped Data bundles	7 Day bundle N\$	30 day bundle N\$
Capped 10GB	100	199
Capped 30GB	125	249
Capped 60GB	200	399
Capped 90GB	300	599
Capped 250GB	800	1599
Capped 1024GB	2000	3999

4. Subscribers should note, only voice calls, SMS's and bundle purchases will be deductible from the Subscriber Usage Limit, Subscriber Usage Limit extensions, pre-payments and recharge balances.
5. Customers can purchase Capped Data Bundles via USSD (*682#), the MTC website or via the MTC App.
6. Customers can buy more than 1 bundle at a time.
7. The Expiry dates of the Data Bundles is always the longest period of validity - in other words, the validity does not accumulate.
8. Prioritising of Capped Data Bundles:
 - a. Free included Bundles
 - b. Capped Data bundles, and if you have more than one (1) bundle, then the bundle with the earliest expiry date will be used first
9. By subscribing to the qualifying products, the customer agrees to be bound by these Terms and Conditions.
10. Data included in any service plan, or any data bundle, cannot be used when the customer is roaming internationally.
11. MTC will not be held liable for any content that is of an offensive or explicit nature.
12. The data volumes include both downloaded and uploaded data. A gigabyte is 1024 megabytes (MB).
13. If, in MTC's reasonable opinion, a customer is deemed to be abusing the service in any way, such content creating or sharing of content that is found to be of an offensive or explicit nature, MTC may ask such a customer to moderate their behavior and in extreme cases, MTC may block access to data services, or disconnect the customer.

14. The customer's connection speed will depend on various factors, inter alia USB dongle, WiFi router or device used, coverage in your area, the network conditions and others factors. Visit <http://www.mtc.com.na/coverage> for the MTC coverage map, contact the call center on 13000 or 12000 for general queries, or visit an MTC MobileHome.
15. MTC shall inform the customer on the validity of their Capped Data Bundles as follows
 - 7 Day Capped Bundle:
 - Upon the purchase of the bundle
 - 2 days before expiry and at the time of expiry of the bundle, and a notification once 80% and 100% of data usage quota is reached.
 - 30 Day Capped Bundle:
 - Upon the purchase of the bundle
 - 7 & 2 days before expiry and at the time of expiry of the bundle, and a notification once 80% and 100% of data usage quota is reached
16. MTC shall not be held responsible in any way for claims, loss or damages (direct, indirect, consequential or otherwise), arising from the Customers use of these packages.
17. MTC reserves the right to suspend the customers access to the promotional and permanent tariff in the event that fraudulent activity is suspected, and if the outcome of the investigation proves that fraudulent activity did occur, MTC shall be entitled to terminate the tariff. Customers will not have any claim against MTC.
18. MTC may withdraw product or shorten the duration of the availability of the product in its sole and absolute discretion and may elect to notify customers via its website. Customers will not have any claim against MTC in this event.
19. All standard Terms and Conditions of MTC apply.