

# MTC E-SIM

## TERMS & CONDITIONS

1. MTC provides a service that allows you to purchase and activate an eSIM with data service plans based on eSIM technology ("Service"). These terms and conditions ("Terms and Conditions") govern your use of the Service.
2. It is imperative that you read these Terms and Conditions of Service carefully as they constitute a legally binding agreement between you and MTC. If you do not agree with any of the provisions contained herein, you are expressly prohibited from using MTC's Services and you must discontinue use immediately.
3. The customer acknowledges and agrees that they are solely responsible for any roaming charges incurred using their MTC SIM card while utilising MTC's eSim data bundles, and that MTC will not be liable for these charges.
4. To use the Service, the customer must first register for an account on the MTC website. During the registration process, you must furnish your first and last name, and email address, and create a password.
5. You can purchase eSIM plans on the MTC website. MTC eSIM may restrict the availability of plans to certain countries. When you purchase a plan, you will be charged immediately. You will then need to download the eSIM onto your device and activate it within 60 days. The downloaded eSIM will remain on your device after the plan has expired or your credit has been depleted. The subscription will be valid for the number of days displayed on the package from first use in the destination country.
6. The duration of your plan will depend on the plan you purchase. Once your plan has expired or your credit has been depleted, the Service will terminate. MTC reserves the right to terminate your Service in the event of a violation of these Terms and Conditions.
7. The customer agrees to take responsibility to ensure their device is both unlocked and compatible with eSIM technology before using MTC's services. To make use of the Services, the customer must first download the eSIM, and then activate the associated data plan for services to commence. Downloading and activating the eSIM requires a stable Internet connection.
8. MTC shall use all reasonable endeavors to provide a high-quality service. However, MTC does not guarantee uninterrupted service provision, timeliness, safety, or fault-free operation.
9. While using the Services provided by MTC, the customer may not engage in any action that is abusive, illegal, fraudulent, or that causes damage or impairment to the Network. Should the customer commit any of these breaches, MTC reserves the right to suspend the customer's access to Services without issuing a refund.
10. The customer may buy eSIM on the MTC website. Payment is processed through an authorised agent of MTC.
11. All eSIMs are prepaid and prices are inclusive of sales tax or value-added tax.
12. A refund process is available under specific conditions. Refunds may be granted if the customer has not yet scanned the QR code or used the data plan, or if there is a known technical issue originating and acknowledged by MTC eSIM, a refund could be granted. However, it is important to note that refunds are solely at the discretion of MTC.
13. The Service and all content and materials on the MTC website and mobile app are owned by MTC or its licensors. You may not use the Service or any of its content or materials without the express written permission of MTC.
14. MTC reserves the right to amend these Terms and Conditions at its discretion. Users will be notified of any changes by posting the latest terms and conditions on the MTC website or mobile app. By continuing the use of the Service after the changes have been implemented, users will be deemed to have accepted the changes.
15. These Terms and Conditions constitute the entire agreement between the customer

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and MTC regarding the Service. These Terms and Conditions supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

16. No waiver of any provision of these Terms and Conditions will be effective unless in writing and signed by both parties.
17. If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision will be struck from these Terms and Conditions and the remaining provisions will remain in full force and effect.
18. All notices and other communications under these Terms and Conditions will be in writing and will be deemed to have been duly given when delivered in person, upon being posted on the MTC website or mobile app.
19. Service utilisation implies user acknowledgment, understanding, and agreement to be bound by these terms.
20. MTC shall be indemnified against any technical errors beyond its reasonable control.

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