

# MTC UpSkill-Hub TERMS & CONDITIONS

The content and services available on the MTC Upskill Hub portal are licensed to you as a user subject to the terms and conditions contained herein. By accessing, downloading or subscribing to the service and/or making use of Upskill Hub you agree to be bound by the terms and conditions contained herein. The provision of the subscription service is governed by the applicable legislation.

## Condition 1

- i. Upskill Hub offers a collection of study programs and materials. Subscribers can access and engage with these resources through various platforms, including web, mobile USSD, and the MyMTC App.  

Customers can visit Upskill Hub through the following methods:

  - a. Website: <http://upskill-hub.mtc.com.na/>
  - b. Mobile USSD: \*682# or \*642#
  - c. MyMTC App
  - d. Once on the platform, users can navigate and utilize the provided interests to explore the available courses. Depending on their selections, the platform will present customized information relevant to the user (Visitor/Authorized User).
- ii. The service is open to all active prepaid and Postpaid customers, excluding customers that utilize Data based service plans.
- iii. The subscription does not cover for data, in order for the customer to browse the content on Upskill Hub, the customer will need to use from their available airtime or existing data bundle purchased. The subscription only gives the customer access to Upskill Hub.
- iv. As and when necessary, the customer consents to MTC obtaining, using, storing and/or disclosing the customer's personal information provided to MTC to its agents and/or consultants and/or trade partners and/or Service Providers, but only to the extent necessary and in order to provide seamless and proper services to the customer.
- v. MTC and any of its agents, directors, affiliates, members or employees shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of the Services. MTC shall not be held liable in the event that, for any reason whatsoever, the Upskill Hub Service are not available, or experiencing any technical issues arising from the use of this service.

## Condition 2

- i. The Subscription will be valid for either 1 day, 7 days or 30 days from the date of purchase. As per below table:

Offer	Validity (Days)	Value (N\$)
Option 1	1	3.00
Option 2	7	15.00
Option 3	30	30.00

- i. MTC reserves the right to suspend the customer's access to the service in the event if 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 any claim against MTC.
- ii. MTC has the right to withdraw, or shorten the duration of either of the services, or amend the service fee in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have any claim against MTC in this event.
- iii. If, in MTC's reasonable opinion, a customer is deemed to be abusing the service in any way, MTC may ask such a customer to moderate their behavior and in extreme cases, block access to the service, or disconnect the customer.
- iv. 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.
- v. 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.

## Condition 3

- i. Use of Upskill Hub Services. Subject to these Terms and Conditions, Upskill Hub grants Customer a worldwide, non-exclusive, non-transferable, non-sub-licensable right and license during the applicable Subscription Term (subscription term for each customer shall commence upon subscribing to Upskill Hub Services and shall continue till the date of expiry as provided in the Order Form or as maybe terminated prematurely under the term herein) to access and use the Upskill Hub Service(s) designated on Customer's Order Form solely for Customer's internal personal purposes and strictly not for any commercial use, but only in accordance with these Terms and Conditions (including without limitation any applicable Service-Specific Terms), the Documentation, and all applicable Scope of Use descriptions.
- ii. Use by Others. Customer may permit its Authorized Users to use the Upskill Hub Service, provided their use is for Customer's benefit only and remains in compliance with these Terms and Conditions. Customer will be responsible and liable for all Authorized Users' use and access and their compliance with these Terms and Conditions. The Customer hereby agrees and acknowledges that the use of Upskill Hub Services by all Authorized Users in aggregate will count towards and be binding on all such Authorized Users.

## Condition 4

- i. These Terms and Conditions are effective until all Subscription Terms for the Upskill Hub Service(s) have expired or are terminated as expressly permitted in these Terms and Conditions
- ii. Termination for Cause: Upskill Hub may terminate these Terms and Conditions, including any related Order Form, if the Customer: (i) fails to cure any material breach of these Terms and Conditions (including a failure to pay undisputed fees) within thirty (30) days after written notice detailing the breach; (ii) ceases operation without a successor; or (iii) if permitted by applicable law, seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any of these proceedings are instituted against that party (and not dismissed within sixty (60) days thereafter). Upskill Hub may also terminate these Terms and Conditions.
- iii. Subscription Term and Renewals: By executing an Order Form for purchase of a Upskill Hub Service, Customer is agreeing to pay applicable fees for the entire Subscription Term. Customer cannot cancel or terminate a Subscription Term except as expressly permitted by Condition 4(ii) above or a Service-Specific Term. If no subscription start date is specified on the applicable Order Form, the subscription starts when Customer first obtains access to the Upskill Hub Service.

[mtc.com.na](http://mtc.com.na)

All standard Terms and Conditions of MTC apply.

make the connection

