

MTN HOME TERMS AND CONDITIONS

1. PURPOSE

These Terms and Conditions ("Terms") govern the provision by Mobile Telephone Networks Cameroon Limited ("MTN") of the MTN Home broadband internet service ("Service") and any equipment, accessories, applications, software and associated services provided in connection with the Service.

By subscribing to, activating, accessing or using the Service, the Customer acknowledges having read, understood and accepted these Terms.

2. DEFINITIONS

For purposes of these Terms:

Customer means the individual or legal entity subscribing to the Service.

Equipment means the MTN Home Box, SIM card, accessories, chargers, cables, software, firmware and any associated devices supplied by MTN.

Service means the MTN Home broadband internet service made available by MTN.

Premium Data Threshold means the fair usage threshold applicable to the package selected by the Customer.

Working Day means a day other than Saturday, Sunday or a public holiday in Cameroon.

3. ELIGIBILITY AND SUBSCRIPTION

3.1 The Service is available to individuals and legal entities that meet MTN's customer identification requirements.

3.2 The Customer shall provide complete, accurate and up-to-date information and documents requested by MTN.

3.3 MTN reserves the right to:

- reject any subscription request;
- request additional documentation;
- conduct identity verification procedures;
- suspend activation pending verification;
- refuse activation where information appears inaccurate, fraudulent or incomplete.

3.4 Any false declaration may result in immediate suspension or termination of the Service without compensation.

4. CUSTOMER IDENTIFICATION AND REGULATORY COMPLIANCE

The Customer acknowledges that MTN is required to comply with telecommunications, national security, regulatory and anti-fraud obligations applicable in Cameroon.

The Customer shall provide all information reasonably required by MTN for:

- KYC verification;
- customer registration;
- fraud prevention;
- law enforcement requests;
- regulatory compliance;
- anti-money laundering compliance where applicable.

Failure to cooperate may result in suspension or termination of the Service.

5. EQUIPMENT AND DEVICE COMPLIANCE

5.1 MTN shall supply Equipment complying with applicable telecommunications and regulatory requirements.

5.2 The Customer shall not:

- alter firmware;
- unlock, clone or duplicate identifiers;
- modify software;
- tamper with the Equipment;
- interfere with Equipment security settings.

5.3 Any unauthorized modification shall:

- automatically void the warranty;
- entitle MTN to suspend the Service;
- constitute a material breach of these Terms.

6. OWNERSHIP AND RISK IN EQUIPMENT

Option A – Sale Model

Ownership of the Equipment transfers to the Customer upon full payment of the applicable purchase price.

Risk of loss passes upon delivery.

Option B – Retention of Ownership Model (Recommended if subsidized device)

Ownership of the Equipment remains vested in MTN at all times.

The Customer shall:

- maintain the Equipment in good condition;
- not sell, transfer, pledge or encumber the Equipment;
- immediately return the Equipment upon MTN's demand.

7. SERVICE ACTIVATION

MTN shall use reasonable efforts to activate the Service within twenty-four (24) working hours following:

- successful subscription;
- completion of identification procedures;
- payment of applicable fees.

Activation timelines may be extended due to:

- technical constraints;
- force majeure;
- network upgrades;
- fraud investigations;
- regulatory requirements.

8. SERVICE LOCATION AND LIMITED MOBILITY

The Service is designed and optimized for use at the installation address declared during subscription.

MTN may implement technical controls restricting operation of the Equipment outside the registered service location.

MTN reserves the right to suspend or restrict service where unauthorized relocation is detected.

9. PRICING AND PAYMENT

Prices applicable to the Service shall be those published by MTN through official channels.

MTN may amend pricing where required by:

- regulatory decisions;
- taxation changes;
- business requirements;
- market conditions.

Customers shall receive not less than thirty (30) days prior notice of material price increases.

Continued use of the Service following the effective date constitutes acceptance of revised pricing.

10. FAIR USAGE POLICY

To ensure network quality and service availability for all users, MTN applies a Fair Usage Policy.

Upon reaching the Premium Data Threshold associated with the selected package, browsing speeds may be reduced.

MTN reserves the right to implement:

- traffic management measures;
- bandwidth controls;
- congestion management;
- cybersecurity protection mechanisms;
- network optimization measures.

Such measures shall not constitute a breach of these Terms.

11. CUSTOMER OBLIGATIONS

The Customer shall:

- comply with applicable laws;
- use the Service for lawful purposes;
- prevent unauthorized access to the Equipment;
- maintain reasonable cybersecurity protections;
- keep login credentials confidential;
- notify MTN promptly of any theft, loss or misuse.

The Customer shall not:

- use the Service for criminal activities;
- conduct cyberattacks;
- send unsolicited bulk messages;
- engage in SIM-box activities;
- interfere with network operations;
- resell the Service without MTN's written approval.

12. DATA PROTECTION AND PRIVACY

The Customer authorizes MTN to collect, process, store, transfer and use personal information for:

- customer identification;
- service provision;
- billing;
- customer support;
- fraud detection;
- regulatory compliance;
- network security.

MTN shall process personal data in accordance with applicable legal and regulatory obligations and MTN privacy policies.

The Customer warrants that all information supplied is accurate and lawfully provided.

13. SERVICE SUSPENSION

MTN may immediately suspend the Service where:

- fraud is suspected;
- required by regulatory authorities;
- customer identification cannot be verified;
- non-payment occurs;
- network security is threatened;
- misuse is detected;
- these Terms are breached.

Suspension shall not relieve the Customer of outstanding payment obligations.

14. WARRANTY

The warranty period for the Equipment shall be six (6) months from activation...docx&web=1)

The warranty covers only manufacturing defects.

The warranty excludes:

- accidental damage;
- liquid damage;
- misuse;
- unauthorized repairs;
- power fluctuations;
- voltage surges;
- software alterations;
- third-party accessories;
- theft or loss;
- normal wear and tear.

MTN's sole obligation under the warranty shall be repair, replacement or other remedy determined by MTN.

15. INTELLECTUAL PROPERTY

All intellectual property rights relating to:

- trademarks;
- logos;
- software;
- firmware;

- applications;
- interfaces;
- documentation;

remain the exclusive property of MTN or its licensors.

No rights are transferred except those expressly granted herein.

16. CHANGES TO THE SERVICE

MTN may modify, suspend or discontinue all or part of the Service for:

- security reasons;
- technological evolution;
- fraud prevention;
- quality improvements;
- regulatory requirements;
- operational requirements.

MTN shall provide reasonable notice through one or more communication channels where practicable.

Continued use of the Service constitutes acceptance of the modification.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by law:

MTN shall not be liable for:

- indirect loss;
- consequential damages;
- loss of profit;
- loss of revenue;
- loss of business opportunity;
- loss of data;
- interruption caused by third parties.

MTN's aggregate liability arising under these Terms shall not exceed the amount paid by the Customer for the affected Service during the preceding three (3) months.

Nothing in these Terms excludes liability that cannot lawfully be excluded.

18. FORCE MAJEURE

MTN shall not be liable for any delay, disruption or failure resulting from:

- natural disasters;
- acts of government;
- regulatory action;
- war;
- riots;
- civil disturbances;
- labour disputes;
- cyberattacks;
- power failures;
- telecommunications outages;
- epidemics;
- pandemics;
- events beyond its reasonable control.

19. INDEMNITY

The Customer shall indemnify and hold MTN harmless against any claims, losses, fines, liabilities, penalties or costs arising from:

- unlawful use of the Service;
- breach of these Terms;
- infringement of third-party rights;
- misuse of the Equipment.

20. TERMINATION

MTN may terminate the Service immediately where:

- fraud is identified;
- the Customer materially breaches these Terms;
- regulatory requirements so require;
- Equipment is tampered with.

Termination shall not affect accrued rights or obligations.

No prepaid charges shall be refundable except where required by applicable law.

21. COMPLAINTS AND DISPUTE RESOLUTION

Any complaint shall first be submitted to MTN Customer Service.

Where required by applicable telecommunications regulations, disputes may be referred to the Telecommunications Regulatory Board before commencement of court proceedings.

Subject to mandatory legal provisions, the competent courts of Douala shall have exclusive jurisdiction.

22. GENERAL PROVISIONS

- Failure by MTN to enforce any provision shall not constitute a waiver.
- If any provision is held invalid, remaining provisions shall remain fully effective.
- These Terms constitute the entire agreement between the Parties regarding the Service.
- Electronic acceptance, SMS notifications and digital communications shall constitute valid communications under these Terms.

SCHEDULE 1 - CUSTOMER DETAILS

Customer Name: _____

Customer ID/Passport Number: _____

MTN Home Number: _____

Installation Address: _____

Date: ____ / ____ / ____

CUSTOMER ACKNOWLEDGEMENT

I, the undersigned Customer, acknowledge that prior to subscribing to the MTN Home Service, I have been given the opportunity to read, understand and ask questions regarding the MTN Home Terms and Conditions.

I further confirm that I voluntarily subscribe to the MTN Home Service and expressly acknowledge and accept the following:

1. SERVICE UNDERSTANDING

☐ I understand that MTN Home is a broadband internet service provided by MTN Cameroon.

☐ I understand that the quality, speed and availability of the Service may vary depending on network coverage, technical conditions, geographical location, capacity constraints, maintenance activities and circumstances beyond MTN's control.

☐ I understand that MTN does not guarantee uninterrupted, error-free or continuous availability of the Service at all times.

2. FAIR USAGE POLICY

☐ I acknowledge that although MTN Home packages provide extensive internet access, the Service is subject to a Fair Usage Policy.

☐ I understand that each package has a Premium Data Threshold.

☐ I acknowledge that after reaching the applicable Premium Data Threshold, browsing speeds may be reduced, restricted or managed by MTN in accordance with its network management policies.

☐ I understand that speed reduction after the Premium Data Threshold does not constitute a service failure or breach by MTN.

3. LIMITED MOBILITY SERVICE

☐ I acknowledge that MTN Home is designed and optimized for use at the installation address declared during subscription.

☐ I understand that the Equipment may be technically restricted to the registered installation location.

☐ I acknowledge that unauthorized relocation of the Equipment may result in service interruption, degradation, suspension or additional fees.

☐ I understand that MTN may require address verification before authorizing any change of installation location.

4. EQUIPMENT HANDLING AND WARRANTY

☐ I acknowledge receipt of the MTN Home Equipment in good condition.

☐ I undertake to use the Equipment only for its intended purpose.

☐ I understand that unauthorized opening, modification, repair or tampering with the Equipment shall immediately void the warranty.

☐ I understand that the warranty only covers manufacturing defects and does not cover:

- accidental damage;
- liquid damage;
- power surges;
- misuse;
- unauthorized repairs;

- theft;
- loss;
- normal wear and tear;
- third-party accessories;
- software manipulation.

☐ I acknowledge that the warranty period is six (6) months from activation, unless otherwise communicated by MTN.

5. DATA PRIVACY AND PROCESSING CONSENT

☐ I authorize MTN Cameroon to collect, verify, process, store, transfer and use my personal information for:

- customer registration;
- service activation;
- billing;
- customer support;
- fraud prevention;
- network security;
- regulatory compliance;
- identity verification;
- lawful requests from competent authorities.

☐ I confirm that all information provided to MTN is accurate, complete and up to date.

☐ I undertake to promptly notify MTN of any changes to my identification or contact information.

6. ELECTRONIC COMMUNICATIONS CONSENT

☐ I consent to receive communications from MTN through:

- SMS;
- Email;
- USSD;
- Mobile applications;
- WhatsApp;
- Website notifications;
- Other electronic channels used by MTN.

☐ I agree that such communications shall constitute valid notice for contractual, operational and regulatory purposes.

7. SERVICE SUSPENSION RIGHTS

☐ I understand that MTN may suspend, restrict or terminate the Service without prior notice where:

- fraud is suspected;
- false information is provided;
- regulatory requirements so require;
- network security is threatened;
- illegal use is detected;
- these Terms and Conditions are breached.

☐ I acknowledge that service suspension may occur while investigations are conducted.

8. CYBERSECURITY AND ACCEPTABLE USE

☐ I undertake not to use the Service for:

- unlawful purposes;
- cybercrime activities;
- hacking attempts;
- distribution of malicious software;
- unauthorized access to systems;
- unlawful resale of internet services;
- spam activities;
- SIM-box or bypass operations.

☐ I understand that violations may result in immediate suspension, termination and referral to competent authorities.

9. PRICING AND CHANGES TO THE SERVICE

☐ I understand that MTN may amend pricing, package configurations, technical specifications or service features in accordance with applicable laws and business requirements.

☐ I understand that MTN shall communicate such changes through appropriate communication channels.

☐ I acknowledge that continued use of the Service after implementation of such changes constitutes acceptance of the amended terms.

10. NO REFUND ACKNOWLEDGEMENT

☐ I acknowledge that prepaid charges, subscription fees, bundle purchases and activation fees are generally non-refundable once the Service has been activated or the bundle has been consumed, except where required by applicable law.

11. LIMITATION OF LIABILITY ACKNOWLEDGEMENT

☐ I acknowledge that MTN shall not be responsible for interruptions, delays or service degradation arising from:

- force majeure events;
- power outages;
- third-party infrastructure failures;
- internet congestion;
- cyberattacks;
- circumstances beyond MTN's reasonable control.

☐ I understand that MTN's liability is limited as provided in the MTN Home Terms and Conditions.

12. CUSTOMER DECLARATION

I hereby declare that:

1. I have read and understood the MTN Home Terms and Conditions.
2. I have been given sufficient opportunity to seek clarification before signing.
3. I voluntarily accept all applicable terms and conditions.
4. I understand my obligations regarding lawful use of the Service and Equipment.

5. I understand the Fair Usage Policy, speed management mechanisms, warranty limitations and privacy provisions.

6. I consent to MTN processing my personal information as described in the Terms and Conditions.

7. I agree to be bound by all current and future amendments lawfully communicated by MTN.

CUSTOMER ACCEPTANCE

Customer Name: _____

Signature: _____

Date: ____ / ____ / ____

FOR MTN CAMEROON

MTN Representative: _____

Employee Number: _____

Signature: _____

Date: ____ / ____ / ____

MTN Stamp