

# Subscriber/Customer Terms & Condition

These terms and conditions are issued by MIC Tanzania Public Limited Company and shall apply to all MIC Subscribers and or Customers of Services provided by MIC which includes but is not limited to Services of voice, data, internet, value added services and mobile money services (Mixx by Yas)

## 1. DEFINITIONS

**Account:** Means MIC's records of personal details, outstanding charges payable by and payments received from CUSTOMER.

**Account Holder:** Means the CUSTOMER.

**Active:** means in relation to a SIM Card that services for which it is enabled are conducted through it on a regular basis.

**Activation Date:** Means the date on which the CUSTOMER successfully subscribes for the Services provided by MIC through Client's SIM Card.

**Charges:** Means connection charges, monthly access charges call charges and all other charges payable for the provision of network services, SIM Cards and any other services howsoever described by MIC to the CUSTOMER as detailed in the Schedule of charges published by MIC from time to time.

**Contract:** means the terms and conditions contained herein and any variation witnessed in writing.

**Customer:** Means a person or entity who successfully subscribes for MIC's services (herein defined) and executes a contract with MIC accordingly. The term "CUSTOMER" shall include the said subscriber's personal representatives, successors in title and assigns as well as persons acting with the CUSTOMER's authority such as agents, servants or employees of the CUSTOMER.

**Connection:** Means the process through which a CUSTOMER is given access to the MIC services through MIC's network. The terms "Connected", "Disconnected" and "Reconnection" will have corresponding meanings.

**Content:** Means audio, text, visual or other information software and materials availed by means of the network including all information supplied by content providers from time to time.

**Covered Area:** Means the Geographical area covered by the network and within which the CUSTOMER can access the Service or Network as advised by MIC from time to time.

**MIC:** Means MIC Tanzania Public Limited Company having its registered office at Derm Complex, Plot No. 11 Block 45A, New Bagamoyo Road, Kijitonyama Area, Dar- es- Saalam.

**Mobile Phone:** Means a device that can make and receive telephone calls over a radio link whilst moving round a wide geographic area.

**Network:** Means MIC equipment software and facilities that enable the CUSTOMER using a mobile phone compatible with GSM 900,1800 and 2100 or any other spectrum in use by MIC {provided that it is not SIM locked by another operator} to have access to the Services.

**PIN:** Means a Personal Identification Number allotted to every SIM card to control access to the network and the term "PIN Code" shall have a corresponding meaning.

**Point of Sale:** Means any shop or place where the CUSTOMER can make an offer for any of the Services.

**Price list:** Means a list of charges for tariffs for Services as levied by MIC, which Price List may be updated by MIC from time to time and may include, related explanations definitions notes and conditions.

**Rights:** Means copyright trademark and other relevant proprietary and intellectual property rights relating to the content or contained in any software that is required and/or utilized by MIC to operate the Network and to provide the Services.

**Roaming/ International Calling Facility:** Means an optional facility that may be availed by MIC or through MIC's assistance upon request by a CUSTOMER and at such additional costs as may be advised as MIC, which facility allows the CUSTOMER while in a foreign country to use the network(s) and related services of other network service providers in such foreign countries subject to these Terms and Conditions as well as further terms as may be advised by the other network service providers.

**Services:** Means the mobile telecommunication services availed by MIC or partner in case of roaming subject to these Terms and Conditions (as modified from time to time) which Services enables the CUSTOMER to make or receive calls and/or send and receive data, send and receive short text messaging, access information, send and receive money, make payments and access other facilities on MIC Money supplied by MIC or any other content providers by means of the network and the term "Service" includes all such value added services, package deals and other optional services as may be availed by MIC.

SIM CARD(s): Means the Subscriber Identity Module(s) provided to the CUSTOMER by MIC to enable the CUSTOMER to access and to use the network and related Services.

## **2. TERMS & CONDITIONS**

These terms and conditions shall apply to the CUSTOMER immediately upon subscription of the Services and shall continue during the pendency of the licence granted to the company and any renewal thereof unless terminated by either party according to the terms and conditions herein. Provided that the Customer may within ten (10) days of subscription of the Services, and without assigning any reasons, immediately terminate the use of the Services without consequences.

## **3. PROVISION AND USE OF THE SERVICES**

3.1 Subject to the provisions of the Contract the CUSTOMER is only entitled to the Services or such part thereof as are to be availed by MIC at the time the CUSTOMER signs this Contract. The CUSTOMER will be informed by MIC through the MIC website, short text messages, the press or points of sale of various other components relating to review of the Services provided as and when they are availed by MIC.

3.2 The Terms and Conditions of this Contract may be varied at any time subject to MIC issuing a fourteen (14) days public notice of the intended changes and obtaining approval from respective government organs as may be required by law.

3.3 Subject to the provisions of this Contract MIC will provide the CUSTOMER with a SIM Card and take all reasonable steps to make the Service available to the CUSTOMER on such terms and date as shall be agreed.

3.4 The CUSTOMER shall not be entitled or have a right to any specific mobile phone number(s) and MIC reserves the right with justifiable reasons to offer, withdraw and change such mobile phone number(s) as may be allocated upon giving adequate notice to the CUSTOMER.

3.5 The international calling facility and or roaming shall be made available to the CUSTOMER upon request made to MIC (in writing or any other prescribed mode) by the CUSTOMER and shall be subject to such further or additional terms and conditions as MIC may impose before availing any of the said facilities.

3.6 The service is not fault free and the quality and availability of the service may be affected by factors outside the control of MIC including but not limited to local geographic and physical obstruction atmospheric conditions and other causes of radio interference as well as faults in other telecommunication networks to which the network is connected or dependent. The network and the service may also from time to time require upgrading, modification, maintenance or other works that may also result in the service or any part thereof becoming temporarily unavailable.

3.7 On activation, the CUSTOMER will be entitled to the quality of service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care and pursuant to the applicable requirements under the licence to MIC.

3.8 MIC may suspend services or any part thereof without giving the CUSTOMER notice if MIC has good reason to believe that the CUSTOMER has not complied with one or more of the terms contained herein.

3.9 MIC may vary the content or the technical specification of the Services from time to time and shall immediately advise the CUSTOMER of such changes.

3.10 The CUSTOMER is solely responsible for evaluating the accuracy and completeness of the content and the value and integrity thereof and accordingly MIC will not be a party to or in any way responsible for any transaction concerning the content or defects therein.

3.11 MIC shall only activate the CUSTOMER upon receipt of a completed application form and supporting documents as may be stated in the application form. The CUSTOMER shall inform MIC in writing of any change in the information provided in the application form or other document.

3.12 The CUSTOMER shall fill the customer registration forms and ensure the same are submitted to MIC within such reasonable period. The CUSTOMER shall ensure that the information provided in the customer registration forms is comprehensive and accurate.

3.13 The rights relating to the software in the SIM Card are the property of MIC. The SIM Card is supplied to the CUSTOMER under licence by MIC for the proper use with the Services only. The CUSTOMER may not copy, change or re-engineer the software in any manner whatsoever. MIC reserves the right at any time to substitute or replace the SIM Card at no cost to the CUSTOMER. MIC shall take such reasonable measures to ensure that no data is lost during the transfer process.

3.14 In the event of loss, theft or damage of the SIM Card, MIC shall at the CUSTOMER'S request and after verifying the CUSTOMER'S identity, replace the SIM Card (within such reasonable period as will be communicated to the

CUSTOMER). MIC may require the CUSTOMER to pay such fees as it may determine where the lost or stolen or damaged SIM Card is replaced.

3.15 The SIM Card shall be automatically blocked if the wrong PIN Code is entered multiple times as may be determined by MIC. If the CUSTOMER is for any reason unable to access the MIC network because the SIM Card has been deactivated for this reason, MIC may at the request of the CUSTOMER and after carrying out such investigations as it deems fit reactivate the SIM Card. The SIM Card can be unblocked by calling the MIC call centre or Show Rooms and MIC shall be entitled to charge the CUSTOMER such fee as it shall deem fair for unblocking the SIM Card.

3.16 MIC shall not be liable to the CUSTOMER or any parties dealing with the CUSTOMER for any indirect or consequential loss or damage to them including without limitation any loss or damage arising from business interruption arising from the use of the Service, the Network or howsoever caused.

3.17 The rights to all software used in providing the Services shall remain the property of the respective content providers, software suppliers or MIC as the case may be.

3.18 The CUSTOMER may in the event of any complaint or dispute with MIC with regard to the Service or Network contact the CUSTOMER care department through designated numbers for the time being being 100 and 101 or visit any of the MIC show rooms.

3.19 Whilst every effort has been made by MIC, its affiliated companies, employees, suppliers, agents and or vendors to ensure Services is provided appropriately, MIC, its affiliated companies, employees, suppliers, agents and or vendors do not guarantee the availability of Services at all times or that Services will be uninterrupted or error free or accurate or secure or complete or meet your requirement. MIC makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the performance of the Services over and above its license obligations. .

## **4. THE CUSTOMER'S OBLIGATIONS**

The CUSTOMER agrees and covenants:

4.1 Not to assign or transfer the service, SIM card or personalized telephone number to any person without the prior written consent of MIC.

4.2 That the CUSTOMER acknowledges that the SIM card and the rights therein shall at all times remain the inalienable and non-transferable property of MIC.

4.3 That the CUSTOMER shall at all times be responsible and accountable to MIC for the proper use and preservation of the SIM card and the PIN code. In the

event the CUSTOMER continuously neglects to use the SIM card or the number provided for a period of 90 days MIC may suspend the number and re-allocate the number for use by any other CUSTOMER.

4.4 That the CUSTOMER shall at all times remain responsible for confidentiality of any information or data received or transmitted by the CUSTOMER using the Network and the CUSTOMER agrees to notify MIC immediately of any or any suspected unauthorized use of other SIM card or the Services. Unless caused by technical failure, the CUSTOMER acknowledges that MIC shall not be liable for any loss the CUSTOMER may incur as a result of the unauthorized use of the Service or SIM Card without the CUSTOMER's knowledge.

4.5 That in the event of loss or theft of the SIM card whether or not the SIM card was inserted in a handset at the time of such loss or theft the CUSTOMER shall notify MIC using the designated telephone number or visit the MIC outlets requesting that the subscription be suspended or deactivated and shall immediately thereafter confirm the report of loss or theft in writing to MIC accompanied by an original police abstract to verify the loss or theft.

4.6 That the CUSTOMER shall, until such time MIC is notified as per clause 4.5 above, be fully liable and shall pay MIC for all calls made using the SIM card whether or not the SIM card has been stolen or lost and the CUSTOMER hereby undertakes to indemnify MIC in full and hold it blameless for any liability fees costs charges or expenses it may suffer or incur by reason of any fraudulent use of the SIM Card or by reason of the SIM Card being stolen or lost.

4.7 The CUSTOMER shall in the event of loss or theft of the SIM card as aforesaid remain responsible and accountable to MIC for use of the SIM Card up to the time MIC is notified in accordance with clause 4.5 above.

4.8 To indemnify MIC in full for all the charges that MIC may incur or suffer by reason of re-activating the SIM card arising as a result of any fraudulent claim.

4.9 The CUSTOMER confirms and warrants that the CUSTOMER has capacity to enter into this contract and to perform the CUSTOMER's obligations as herein set out.

4.10 The CUSTOMER further warrants and confirms that information and particulars of the CUSTOMER given to MIC are true and the CUSTOMER shall notify MIC immediately in writing of any changes and the CUSTOMER undertakes to provide MIC with information or documents required by MIC from time to time.

4.11 The CUSTOMER confirms that the CUSTOMER's liability under the contract shall be joint and several in cases where the CUSTOMER is more than one person.

4.12 The CUSTOMER confirms that he/she shall not use the Services for any criminal or immoral purposes and shall be solely responsible for any consequences arising from such criminal or immoral use of the Services or the Network.

4.13 unless occasioned negligently, The CUSTOMER indemnifies and holds MIC harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind, (including direct, indirect, special or consequential damages), arising out of or in connection with the failure or delay in the performance of Services offered or the use of Services.

4.14 For Services that requires password such as Mixx by Yas, the CUSTOMER undertakes to keep all passwords secure and warrant that no other person shall use Services utilizing the CUSTOMER'S password, and the CUSTOMER further acknowledges responsibility for ensuring that no unauthorized access to Services is obtained using the CUSTOMER'S password, and that the CUSTOMER shall be liable for all such activities conducted pursuant to such use, whether authorized or not.

4.15 The CUSTOMER undertakes to immediately notify MIC in case of defective SIM Card or Services.

## **5. MIC'S OBLIGATIONS**

5.1 MIC undertakes subject to these Terms and Conditions to provide the Services to the CUSTOMER.

5.2 MIC shall make available to the CUSTOMER from time to time a coverage map indicating the Covered Area.

5.3 MIC shall from time to time publish charges and tariffs applicable to the Services.

5.4 MIC shall keep the CUSTOMER information and communications confidential subject to exceptions provided herein or as may be provided in any statutory law.

## **6. CHARGES**

6.1 All charges and tariffs on the Services are subject to applicable taxes.

6.2 Subject to publishing a prior written notice, MIC reserves the right to vary the charges and tariffs for the Services.

6.3 Where applicable, the charges shall be subject to foreign currency fluctuations.

## **7. SUSPENSION OF SERVICES**

7.1 MIC may at any time suspend the Services, in whole or in part and without liability under the following circumstances;

7.1.1 should MIC be unable to provide the services, in whole or in part, whether due to force majeure or otherwise through no fault of its own; or

7.1.2 should a license or an agreement in terms of which MIC derives its rights and ability to provide the Services, be suspended, cancelled or terminated; or

7.1.3 should such suspension of the service be necessary in order to facilitate any repairs, modification, maintenance, improvement or remedial works in respect of the system; or

7.1.4 should the CUSTOMER fail to comply with these terms and conditions; or

7.1.5 should the CUSTOMER use equipment that infringes or is alleged to infringe on the intellectual property rights of MIC or any third party.

7.2 Should the services be suspended by reason of default of the CUSTOMER, the CUSTOMER shall be liable to MIC for its then applicable connection charges, payable on cessation of the suspension.

## **8. PRIVACY STATEMENT**

8.1 MIC and all its associated companies are committed to respecting the privacy of the CUSTOMERS personal data. To demonstrate MIC's commitment, MIC has created this Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.

8.2 MIC has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of the CUSTOMER'S personal information. MIC shall update and refine these measures on an ongoing basis. MIC assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond MIC's control.

8.3 MIC does not distribute any of the CUSTOMER'S personal information to third parties unless it's requested by the CUSTOMER or it's legally required to do so by a statute. For avoidance of doubt and clarity, MIC may be obliged to disclose personal information to meet any legal or regulatory requirements of applicable laws.

8.4 MIC reserves the right to amend or modify this Privacy statement at any time in response to new privacy legislation.



8.5 Monitoring or recording of the CUSTOMER communications such as calls or SMS's may take place as required by law or for business purposes to the extent permitted by law.

## **9. GOVERNING LAW**

These terms and conditions shall in all aspects be governed by the laws of Tanzania.

## **10. MISCELLANEOUS**

10.1 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

10.2 Failure by MIC to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by MIC in writing.

10.3 Where MIC fails to provide the Services for a continuous period of twelve (12) hours for reasons beyond its control, it shall notify the CUSTOMER of the failure, causes of failure and estimated time for resumption of the Services. The notification may be done through television, radio, newspaper and any other reasonable means.

10.4 These terms and conditions constitute the sole agreement between the CUSTOMER and MIC. Where a specific agreement has been signed between the CUSTOMER and MIC which contain similar terms and conditions the provisions of such specific terms and conditions shall take precedent in the event of conflict or inconsistency.

## **11. HOME INTERNET**

11.1 Night Internet Bonus valid from 00:00 to 05:59 AM

11.2 Once the all time Internet package volume is depleted, night bonus volume cannot be used for time other than 00:00 to 05:59 AM

11.3 Home Internet packages can only be purchased by customers with Home Internet service only.

11.4 To use Home Internet service, you must join | activate the service by visiting any of our Yas shop.

11.5 Home Internet Service is available for Prepaid user

