

Terms and Conditions

Smart Wi-Fi as a Support Service

These Terms & Conditions govern the provision and use of the Wi-Fi Mesh support service (the "Service") offered by Mauritius Telecom Ltd ["MT", "We", "Our", "Us"]. The Service includes the provision of Wi-Fi mesh devices (the "Device") on a rental basis, designed to provide eligible customers with enhanced Wi-Fi coverage throughout their premises. By availing the Service, customers acknowledge that they have read, understood, and agreed to be bound by these Terms & Conditions, in addition to the general terms and conditions of the applicable broadband offers, which form an integral part of the agreement between the customer and MT.

For more information about the Devices available under this Service, please visit our website.

1.0 Eligibility

1.1 The Wi-Fi Mesh Support Service is available to:

- (a) New customers subscribing to MT's broadband-only or myt home [Internet & TV] packages with a minimum speed of 50 Mbps.
- (b) Existing customers with broadband-only or myt home [Internet & TV] packages with a minimum speed of 50 Mbps.

1.2 Notwithstanding the above, MT reserves the sole right to determine the customer's eligibility to avail the Service.

1.3 Provisioning of the Service is subject to availability of Device.

2.0 Installation and Charges

2.1 The installation will be carried out by MT's authorised personnel.

2.2 The customer shall provide necessary access and assistance to facilitate the installation process and obtain any required permissions or consents from the property owner for the installation and work required to be carried out by MT and shall indemnify MT in respect of any claims against MT in respect of any work carried out by MT for the installation at the premises.

2.3 MT reserves the right to charge additional fees for installations requiring extra work, materials, or permissions, subject to prior agreement with the customer.

2.4 The customer acknowledges that the installation and configuration of the Wi-Fi Mesh devices may require the use of a mobile application. The customer agrees to facilitate the installation of any such required application and to provide necessary access and cooperation during the installation process.

3.0 Service Charges

3.1 The Service is subject to a monthly rental fee payable over a 24-month period. This fee is separate from and in addition to the customer's internet access subscription charges and any other fees chargeable by MT.

3.2 No installation fee will be charged for the Service.

3.3 The monthly subscription fee for Wi-Fi Mesh will be reflected in MT monthly bill.

3.4 The customer shall bear all applicable charges for removal, relocation and material fees should the Customer opt to relocate the device.

4.0 Coverage and Service Quality

4.1 The Service is primarily designed to provide enhanced Wi-Fi coverage within a single residential home or dwelling and MT does not guarantee the extent or quality of coverage in separate buildings or structures within the customer's premises.

4.2 Wi-Fi coverage and signal throughput are provided on a best-effort basis, as various external factors beyond MT's control may influence the network performance. These factors may include, but are not limited to, the size and layout of the premises, construction materials, interference from other electronic devices, and environmental conditions.

4.3 MT does not guarantee uninterrupted, error-free, or optimal performance of the Wi-Fi Mesh devices. MT shall not be held liable for any connectivity issues, performance problems, or limitations in coverage experienced by the customer, whether within the primary residential home or in separate buildings or structures within the premises.

4.4 The customer acknowledges that the actual Wi-Fi coverage and performance may vary depending on factors such as building materials, interference from other devices, environmental conditions, and the number and placement of the Devices installed. MT does not guarantee specific coverage levels or speeds,

and the customer accepts that the Service may not provide complete or equal coverage in all areas of their premises.

4.5 MT reserves the right to determine the optimal number and placement of the Devices for each customer's premises, based on its assessment of the factors mentioned above. The customer agrees to accept MT's recommendations in this regard and acknowledges that additional devices or alternative solutions may be necessary to achieve the desired coverage in certain areas, which may incur additional costs.

4.6 The customer understands that the performance and functionality of the Wi-Fi Mesh service may be contingent upon the proper use of any associated mobile application. MT shall not be liable for any degradation in service quality or functionality resulting from the customer's failure to properly utilize or maintain the required application.

5.0 Devices and Compatibility

5.1 Only MT approved router and devices will be used as part of the Service. MT reserves the right to determine and modify the brand, model, and specifications of Wi-Fi Mesh devices provided as part of the Service.

5.2 The customer shall, at all times, ensure that his/her personal equipment is compatible with the Service.

5.3 MT shall not be liable for any incompatibility issues or damages caused by the use of non- approved hardware equipment.

5.4 The customer agrees to download, install, and use any mobile application specified by MT as necessary for the optimal setup, configuration, and management of the Wi-Fi Mesh devices. The customer is responsible for maintaining the application and ensuring its compatibility with their mobile device.

6.0 Technical Support and Warranty

6.1 The Service includes two free technical interventions within the 24-month subscription period. Any additional interventions may be subject to a fee.

6.2 The Wi-Fi Mesh device comes with a 24-month warranty ("Warranty Period") from the date of installation. The Warranty Period will not be extended for any reason, including due to a replacement of the Device during the Warranty Period.

6.3 This warranty is applicable only for the Devices provided by MT as part of the Service and not for Device of same brand and models acquired by the customer from any other third party. We reserve the right to verify whether the Device has been provided by MT or bought from a third party and determine whether or not the Device qualifies for the warranty.

6.4 During the Warranty Period, a faulty device will be replaced or repaired free of charge, provided that the defect is determined by MT to be:

- (a) a failure to switch on or power up;
- (b) an absence of flashing light while the Service is switched on; or
- (c) any other defect deemed eligible by MT.

6.5 The warranty does not cover:

- (a) defects that do not compromise the structural or mechanical safety of the Device and that do not arise from a manufacturing defect;
- (b) damages caused by physical misuse, inability to use, neglect, disassembly, alteration, unauthorised servicing, or refurbishing, whether by the customer or any third party;
- (c) damages resulting from accidents, exposure to liquids, extreme thermal, lightning, power surge or environmental conditions, or acts of God;
- (d) normal wear and tear; and
- (e) loss, misplacement, or theft of the Device, regardless of the circumstances.

6.6 The warranty shall be void if:

- (a) MT determines that the Device appears to have been tampered with, or the seal of the Device appears to have been broken or peeled;
- (b) the customer ceases to subscribe to the eligible MT broadband and TV or Broadband-only offers for any reason; or
- (c) the Device is disconnected from the MT's Network at any time of claim.

6.7 Where the Device qualifies under the warranty, MT will provide a replacement Device of equivalent or similar specifications.

6.8 MT does not provide support services for interoperation between different brands of routers or mesh Wi-Fi devices. Any fault arising from such setup as a result of interoperability issues is not covered under the warranty, and MT will not support troubleshooting for this setup.

6.9 Technical support is available via my.t website, Telecom App, call hotline service on 8902 or visit any nearby Telecom Shop.

7.0 Cancellation and Exit Fees

7.1 In the event of cancellation or early termination of the Wi-Fi Mesh Support Service during the 24-month subscription period, the Customer is subject to an early termination fee calculated as the monthly rental fee multiplied by the number of remaining months in the subscription period.

7.2 The above penalty shall be reflected in MT's bill.

7.3 In the event of loss or theft of the Device, whether on or off the customer's premises, during the subscription period, the customer shall:

- (a) immediately notify MT via the customer service hotline at 8902;
- (b) in case of theft, file a police report within 48 hours and provide MT with a copy thereof; and
- (c) pay a compensation fee equivalent to the remaining rental fees for the subscription period or the replacement cost of the Device as determined by MT, whichever is lower.

MT reserves the right to verify any claim before processing a replacement request, which shall be subject to device availability and at MT's discretion.

8.0 Relocation and Change of Ownership

8.1 For any transfer of my.t service, Wi – Fi Mesh subscription will continue as usual despite the change of address.

8.2 Any request for change of ownership of the Wi-Fi Mesh device, including but not limited to cases of the customer's death, shall be subject to MT's applicable change of ownership policy. This policy governs all aspects of ownership transfer, including necessary documentation, continuation of service, and any applicable fees or charges.

8.3 MT does not guarantee the proper coverage or speed provided by the Wi-Fi Mesh device if any relocation of the Wi-Fi Mesh device is done by the customer himself/ herself.

9.0 Technical Layout [“Croquis”]

The Customer acknowledges that upon completion of the installation and commissioning of the Wi – Fi Device, MT's technical team will create a layout sketch [“Croquis”] of the exact installation points within the customer's premises. The Croquis shall be drawn on the Commissioning Form and serve as a reference for the agreed installation layout. The customer understands and agrees to this requirement.

10.0 Service Modifications and Termination

MT reserves the right to suspend, modify, or terminate the Wi – Fi Mesh Solution and / or replace the model, brand and make of the devices at any times, with or without notice to the customer.

11.0 Liability and Indemnification

MT shall not be liable for any direct, indirect, incidental, consequential or punitive damages arising from the use or inability to use the Wi – Fi Mesh solution, including but not limited to loss of data, revenue, or business opportunities.

12.0 Customer's Obligations

12.1 Where the Customer is not the owner of the premises, the customer shall obtain approval and consent from the owner for the installation and work required to be carried out by MT and shall indemnify MT in respect of any claims against MT in respect of any and all work carried out by MT for installation at the premises.

12.2 The Customer shall, at all times, ensure that their personal equipment is compatible with the service.

13.0 Technical Assistance

13.1 For assistance with the Wi – Fi Mesh Solution, the customer may contact MT's hotline service on 8902.

13.2 MT shall use its best efforts to attend to any fault report within a reasonable time frame.

14.0 Miscellaneous

(a) These terms and conditions shall be subject to and construed in accordance with the laws of Mauritius.

- (b) The Customer may subscribe to the Wi – Fi Mesh Solution through the my.t website, Telecom App, by calling the hotline services on 8902 or by visiting any nearby Telecom Shop.
- (c) The service is intended for personal use only and the customer shall not abuse or misuse the services / products offered within the service plan. Any sub – leasing of these services or commercial use is prohibited.
- (d) MT will use reasonable endeavours to provide the service by the date indicated to the customer, but all dates are estimates and MT has no liability for any failure to meet any date.
- (e) MT reserves the right to amend, modify, or vary the terms and conditions herein contained at any time.
- (f) These terms and conditions, along with the general terms and conditions of the my.t Home [Internet & TV] or broadband only packages, constitute the entire agreement between MT and the customer regarding the Wi – Fi Mesh Support service.

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