

## TERMS AND CONDITIONS FOR PURCHASE AND/OR USE OF A SIM CARD

### 1. Definitions:

- 1.1 **“Activation”** means the grant of full access (ability to send and receive calls/SMS and enjoy the full range of services) typically provided on the Network;
- 1.2 **“Activation date”** means the date when having completed SIM registration, the line is activated and given full access to the MTN network;
- 1.3 **“Airtime”** means the amount a subscriber has in her/his main or dedicated account/wallet to enjoy all network services;
- 1.4 **“GSM”** means Global System for Mobile Communications as defined in the European Technical Standards Institute of specifications;
- 1.5 **“IMSI”** means International Mobile Subscriber Identity being an identity number unique to each SIM Card;
- 1.6 **“Load”** means to load a Recharge Card on the MTN SIM Card so that the Subscriber’s account is credited with the call credit and/or the discount specified thereon;
- 1.7 **“MSISDN”** means the Mobile Subscriber International Subscriber Directory Number (otherwise known as the mobile telephone number) programmed into each SIM Card;
- 1.8 **“MTN”** means MTN Rwandacell Limited, an Information Communications Company incorporated in accordance with the company laws of the Republic of Rwanda and licensed by the Rwanda Utilities Regulatory Authority to provide digital telephony and related services. MTN shall where the context so admits include its successors-in-title and assigns;
- 1.9 **“Network”** means the digital mobile(cellular) telephony system operated by MTN by which the Network services are made available by MTN;
- 1.10 **“Network Services”** means those GSM Telecommunications services and related services, including Value Added Services, made accessible to the Subscriber by MTN in terms of this Agreement;
- 1.11 **“Pack” or “Kit”** means the package containing an information sheet describing the Network Services and SIM Card which the Subscriber will receive upon purchasing Terminal Equipment and/or a SIM Card;
- 1.12 **“Recharge Card”** means the Refill Voucher (either physical or virtual) which, when loaded, gives the Subscriber Airtime to enjoy Network Services to the value indicated thereon;
- 1.13 **“RURA”** means Rwanda Utilities Regulatory Authority
- 1.14 **“SIM Card”** means a Subscriber Identification Module (incorporating an IMSI and MSISDN) which when activated by MTN provides a Subscriber using a compatible Terminal Equipment, with access to Network Services;
- 1.15 **“Subscriber”** means the individual in whose name an MSISDN is registered;

**1.16 “Terminal Equipment”** means GSM Terminal and accessories thereto utilized by the Subscriber to send and /or receive messages via the Network (commonly referred to as a mobile device including cell phones, tablets etc);

**1.17 “Value Added Services”** means all non-core /non-standard services provided by and designated as such by MTN or any of its third parties content providers which are part of the Network Services except that they may be provided to a Subscriber under certain package options to the exclusion of other package options, or may be provided at additional charges and may be introduced or withdrawn by MTN at its discretion from time to time;

**1.18 “Mobile Money Services”** the mobile financial services product through provision of a mobile phone Wallet that enables customers to carry out various payment transactions from their mobile phones which is the subject of a separate terms and conditions on the MTN website.

### **General provisions**

2. You are required to register your SIM card immediately upon purchase in order to be able to use it.
3. Your mobile telephone number (“MSISDN”) will only be activated after the SIM is inserted into a device and the subscriber performs any activity on the SIM (e.g. balance check or make a call)
4. After registration, the MSISDN shall be enabled to make and receive calls and perform the full range of services available on the MTN network. You are however required to undertake a Chargeable event/activity (i.e. make call/SMS or engage in an internet data session or Mobile Money transaction) immediately to continue enjoying your services.
5. Upon registration, if you do not undertake any chargeable event or activity on the network within seven (7) days, your SIM card will be disconnected. If inactivity continues for up to ninety (90) days, the SIM card will be recycled (i.e., made available for use by another subscriber) within three (3) years of continued non-use. In line with any relevant RURA directive, MTN reserves the right, at its sole discretion, to amend the disconnection and recycling periods.
6. Without prejudice to exceptions that may be granted by RURA under its Regulations governing SIM Cards Registration, an individual Subscriber is allowed a maximum total number of three (3) SIMs to be registered on National ID and one (1) SIM on passport or other legally acceptable travel document.
7. Please note the following numbers in utilizing the Network services:
  - 7.1 To upload airtime dial \* 130\*voucher number#
  - 7.2 To check balance dial \*131#
  - 7.3 For data services dial \*345#
  - 7.4 For Mobile money services dial \*182#
  - 7.5 For Do Not Disturb dial \*851#
  - 7.6 For customer service assistance dial 100
8. Unless otherwise advised by MTN about the availability of roaming services, the SIM Card contained in this Kit allows you to access the Network Services within the Republic of Rwanda only.

### **Billing and Charges**

9. All calls or services shall be billed in units calculated and charged per minute or per second as may be

applicable. MTN shall from time to time set out the price of calls, data sessions, the billing unit and service fees (whether daily, weekly, monthly as the case may be) payable for access to the Network on MTN's website. MTN reserves the right to alter such prices, fees and billing units at any time in accordance with regulatory requirements.

- 9.1** Where applicable, any and all call credit (Airtime) loaded onto an account should be utilized prior to expiring for any reason. The Subscriber's SIM Card shall be deactivated, where the subscriber fails to send SMS, make a chargeable voice call, engage in an internet data session or perform a revenue generating activity on Mobile money services within ninety (90) days.
- 10.** Except in certain circumstances in roaming where both the caller and recipient are billed, or in case of reverse billing service where the recipient is billed, should You receive a call on your Terminal Equipment, the cost of such a call shall be billed from the caller's account and charged at the applicable rates. With respect to roaming, billing shall be in accordance with the applicable roaming tariff in the foreign country from which the call is being made or received or data is used.
- 11.** MTN shall be entitled to immediately suspend calls or other Network Services if it appears that your Airtime /credit has been used up or has been forfeited for any other reason of disuse.

#### **Support and Resolution**

- 12.** In the event that Terminal Equipment is purchased from MTN or any of its authorized distributors, MTN shall facilitate the repair or replacement of the faulty Terminal Equipment with the 3<sup>rd</sup> party manufacturer based on the warranty provided to the Subscriber at the time of purchase and subject to the customer providing evidence of purchase. Please note that the warranty terms are dependent on the manufacturers of the Terminal Equipment and can vary from one model of Terminal Equipment to another.
  - 12.1** The warranty is not applicable to cases other than defects in material, design and workmanship.
  - 12.2** The warranty does not cover: Periodic checks, maintenance, repair and replacement of parts due to normal wear and tear.
- 13.** MTN will reasonably endeavour to make the network available in accordance with RURA quality of service prescription and will advise the customer of any planned outages. MTN however excludes liability for a call being interrupted and/or failing for any reason or for any interruption in the Network Services.
- 14.** Risk in and to the products and services contained in the Kit transfers upon delivery of the Kit to you and accordingly MTN accepts no responsibility whatsoever for any loss of or damage to any of the contents of this Kit including, *inter alia*, the SIM Card where applicable. In the event of you losing your Terminal Equipment, Refill Voucher/Card and/or SIM Card, such items shall be replaced at your own cost.
- 15.** MTN will not be held liable for any loss or damage of whatever nature arising from/caused by the loss, theft of your Terminal Equipment or SIM Card or loss, theft, unauthorized distribution and/or manufacture of any Refill Voucher/Card.
- 16.** For post-paid Subscribers, MTN shall provide monthly itemized billing subject to your request and pre-paid Subscribers can check their balance using the code indicated in clause 7.2 above.

#### **Security and Unauthorized use**

17. Any PIN set up must follow these requirements:
  - (a) Setting of a PIN must be conducted on an individual basis through Self-PIN setting;
  - (b) If the user requires support, it will be provided at authorized registration premises. The PIN setting must always be composed out of sight of any individual and must be approved by the service center manager.
  - (c) Setting of auto-generated PINs is not allowed.
  - (d) The selected PIN must always be kept confidential
18. For security reasons, should you enter an incorrect PIN code more than three (3) consecutive times, your SIM Card will be "blocked" (i.e. will not be allowed to access the Network) in which event you shall not be able to make or receive calls on that SIM Card. The "block" can be removed by entering, when prompted by your Terminal Equipment, the "PUK" number which is contained in your starter kit which you can also obtain by calling MTN Customer Service and successfully providing answers to questions aimed at verifying your identity and ownership of the MSISDN.
19. Should you lose your SIM Card, you should report this to MTN and necessary organizations (e.g. Banks, security agencies) to secure your personal and financial details linked to your SIM. It is acknowledged that MTN is a network provider and disclaims liabilities with respect to the use of your SIM for financial services resulting compromise of your bank account or personal details.
20. In the event of loss of or damage to your SIM Card, you have a choice of either purchasing a replacement SIM Card with a new MSISDN or effecting a SIM swap to retain your MSISDN, from an MTN Service Centre or through alternative means as advertised by MTN. Should you choose a SIM swap, the swap shall be carried out in accordance with MTN's verification procedure and RURA guidelines. The replacement or swapped SIM Card, as the case may be, will still be charged for at a rate determined by MTN in accordance with any relevant regulatory requirements.
21. MTN advises you to keep your password and identification documents confidential. MTN will not be held liable for any loss or damage of whatever nature arising from/caused by the loss, theft, unauthorized distribution and/or manufacture of any SIM Card including unauthorized third-party SIM swap and/or unlawful withdrawal from your bank or mobile money account.
22. You may not in any way tamper with, modify or decompile your SIM Card. In the event that MTN has reason to believe that you have so tampered with your SIM Card, MTN reserves the right to suspend your Network Services.

## **LIABILITY**

23. In purchasing this Kit:
  - a. You acknowledge that MTN shall not be liable for any loss, injury or damage to any person arising out of the use of your Terminal Equipment or the contents of this Kit;
  - b. You indemnify MTN and hold it harmless from and against any liability arising out of claims made against MTN, its employees and/or its agents in connection with the use of the Terminal Equipment and the contents of this Kit. Furthermore, you acknowledge that MTN shall not be liable for any loss, claim, harm, expense or damages suffered or sustained by you or any third party and arising, directly or indirectly out of suspension of the Network Services or any of them pursuant to the provisions of these conditions.
24. Without detracting from any of the other provisions of these terms and conditions, MTN shall not be liable to you for any loss or damage suffered by you and whether same is direct or consequential. MTN excludes all liability for the provision of the Network services including but not limited to:

- a. in the event of a SIM swap effected by MTN upon reasonable compliance with the RURA Guidelines for SIM replacement; or
  - b. Where the Network Services are interrupted, suspended or terminated, for whatever reason; or
  - c. Where such loss or damage was caused by any negligent act or omission on the part of the Subscriber.
- 25.** Except as provided in this Terms & Conditions, no warranties are given in relation to the items contained in this Kit or in relation to the Network.
- 26.** In the event of the Value Added Tax rate being varied in any way, the call credit of your Refill Voucher/Card will decrease or increase proportionately.
- 27.** MTN reserves the right to, without notice, change the method by which you purchase your credit and access to the MTN network. Any services made available to you upon your purchase of this Kit may be varied by MTN from time to time. Furthermore, the charges of such services (if any) may be varied by MTN and MTN shall endeavor to notify the Subscriber.
- 28.** The Network Service are made available to you on the basis that you, your employees, agents and sub contractors:
- a. Will not use the services for any improper or unlawful purpose, nor allow others to do so;
  - b. Will only use a Terminal Equipment approved for use with the Network and will comply with all relevant legislation or regulations relating to use of such Terminal Equipment and use of the Network Services;
  - c. Will not act, whether by (commission or omission) in any way likely to injure or damage any person, property or the Network or cause the quality of the Network Services to be impaired or interrupted in any manner.
- 29.** You will be liable for all charges that are, or become, payable in respect of each SIM Card issued to you whether you or any third party used such SIM Card.

#### **SERVICE SUSPENSION**

- 30.** Provision of the Network Services may be interrupted or suspended by MTN at any time, *inter alia*: -
- a. To facilitate any modifications, maintenance or remedial work in respect of the Network Services or the Network by MTN; or
  - b. If you act or omit to act in such a way that the operation of the Network or quality of the Network Services may, in MTN's opinion, be jeopardized; or
  - c. Where there is an outstanding debt payable by you for calls or activities made on your MSISDN; or
  - d. To facilitate reconciliation of any outstanding debt you (in the case of a post-paid subscriber) may have accrued in respect of usage of the Network Services; or
  - e. To enable the conduct of any investigation regarding your Terminal Equipment, SIM, MSISDN

or related activities of any sort whatsoever; or

- f. Upon lawful court order or directive of any law enforcement agency in relation to the conduct of any investigation regarding your Terminal Equipment, SIM, MSISDN or related activities of any sort whatsoever; or
  - g. For so long as you do not comply with or are in breach of any of the conditions contained under this Terms and Conditions; or
  - h. If the Terminal Equipment used by you infringes or is alleged to infringe the intellectual property rights of any third party;
  - i. If the Subscriber fails to perform any of his obligations, or breaches any these Terms and Conditions;
  - j. Any other scenario which in MTN's opinion necessitates the interruption and suspension of the Network Services.
- 31.** Nothing contained in these terms and conditions pertaining to the sale of Terminal Equipment and SIM Card will be construed as vesting in or transferring to you any right, title or interest in the software, the MSISDN or the IMSI contained in any SIM Card or any intellectual property belonging to MTN.
- 32.** You agree that marketing messages shall be sent to you in accordance with your Do not Disturb (DND) status and relevant RURA guidelines. In the event that you do not wish to receive the messages, you may opt –out by dialing the code in clause 7.5 above.
- 33.** By purchasing our SIM pack, you agree that any issues that arise from the use of our network services shall not constitute a breach of any fundamental human rights and no right of action shall lie therefrom.
- 34. Transfer of SIM Cards**
- a. A Subscriber shall transfer a SIM Card registered in his or her name by informing MTN that he or she wishes to discontinue the use of the SIM Card and to transfer the benefits, use and liability of the SIM Card to a particular person.
  - b. The previous user together with the new one will both fill a consent form, and submit it co- signed to MTN or its registration agent.
  - c. A deregistration will be made by MTN after confirming that the ID belongs to the previous subscriber and then transfer the telephone number (MSISDN) to the new subscriber, by following normal registration procedures.
- 35. De-registration of Subscriber**

MTN will deactivate a registered SIM card from the network under the following circumstances:

- a. Voluntary Deactivation: Subscribers may request to deactivate their SIM cards if they no longer need the service or if the SIM Card is damaged or malfunctioning.
- b. Self SIM Deactivation: A subscriber may de-register the number through the USSD code \*125#;
- c. Lost or Stolen SIM Card: To prevent unauthorized use, reported lost or stolen SIM cards must be immediately deactivated.
- d. Unaired SIM Card: The Licensee must deactivate SIM cards for individual persons that have been registered but not used in any device for over seven (7) days;

- e. SIM Deactivation for deceased persons: SIM Card registered under a deceased must be deactivated upon receiving a notification from NIDA. The National Identification Agency (NIDA) shall promptly inform telecom operators once the death is officially recorded;
- f. SIM Deactivation due to fraudulent activities: A SIM Card number suspected of involvement in fraudulent activities must be immediately deactivated or blocked from the network and the subscriber will be barred from all networks, pending further investigations. Furthermore, all numbers associated with the same ID, passport, or TIN must be temporarily deactivated and the ID blacklisted while an investigation is ongoing. If the investigation finds the suspicions to be unfounded, the Licensee shall promptly restore the suspended services.
- g. SIM Deactivation due to extended inactivity: SIM cards that are inactive for an extended period of ninety days (90) may be deactivated and placed in dormancy status for a minimum period of three (3) years;
- h. SIM Deactivation for non-citizen residents: If a subscriber is a non-citizen but residing in Rwanda, their SIM card will be deactivated by the licensee five (5) days following the expiry or cancellation of their residence permit;
- i. SIM Deactivation for tourist visa holders: If a subscriber is a tourist, their SIM card will be deactivated by the licensee five (5) days after their visa expires or is canceled.

### **36. SIM cards and Network Services**

The Network Service are made available to the Subscriber on the basis that the Subscriber:

- a. Will not use the services for any improper, illegal or unlawful purpose or any use not contemplated under this Agreement, or in any way which may cause injury or damage to any persons or property or an impairment or interruption to the Network Services; nor allow others to do so;
  - b. Will only use a Terminal Equipment compatible for use with the Network and will comply with all relevant legislation or regulations relating to use of such Terminal Equipment and use of the Network Services;
  - c. Will not act, whether by (commission or omission) in any way likely to injure or damage any person, property or the Network or cause the quality of the Network Services to be impaired or interrupted in any manner;
  - d. Will be liable for all charges that are, or become, payable in respect of the SIM Card issued to it whether it or any third party used such SIM Card;
  - e. Agrees that risk in and to the SIM Card transfers upon purchase by the Subscriber. Accordingly, MTN accepts no responsibility whatsoever for any loss of or damage to any of the contents of the Kit including, inter alia, the SIM Card where applicable. In the event of the Subscriber losing his/her Terminal Equipment and/or SIM Card, such items shall be replaced at his/her own cost.
- 37.** The provision of any Value-Added Services, the determination of any charges therefore or the withdrawal of such Value-Added Services shall at all times be discretionary. Where the Subscriber subscribes to a package option that includes the provision of Value-Added Services free of charge, such Value-Added Services shall be liable to be varied, discontinued or substituted without any refund to the Subscriber.
- 38.** Except for when MTN advises the availability of roaming services, you will be able to make and receive calls only when you are in the Republic of Rwanda in an area covered by the MTN Network. You may not be able to utilize your SIM Card on any other network other than MTN's Network or MTN partner Networks. Roaming services will be charged based on MTN's rates that may be advised from time to time.
- 39.** MTN reserves the right to, without notice, change the method by which you access to the MTN network. Any services made available to you upon your purchase of the Kit (where applicable) may be varied by MTN from time to time. Furthermore, the charges of such services (if any) may be varied by MTN in accordance

with RURA requirements, where applicable.

40. No warranties are given in relation to the items contained in the Kit or in relation to the Network.
41. Where your SIM card is recycled, you will forfeit any Airtime remaining on your account at the time of recycling.

### **Confidentiality**

42. The Subscriber hereby authorizes MTN or MTN's authorized agents to utilize the Subscriber's name, address and any other relevant personal details in line with the reasonable requirements of MTN's business purposes or share/transfer such information to enable MTN comply with its national security obligations or any other obligations under any relevant Law or Regulation. MTN shall ensure that the provided information shall not be utilized for purposes other than those contemplated in this Clause.
43. Pursuant to Clause 37 above, MTN shall keep Subscriber information confidential and will not use personal information of the subscribers for any reason outside the scope of the license and other existing laws and regulations without prior consent of the subscriber.
44. Third parties will not access other Subscribers' information unless pursuant to their consent or required by law or a court order.

### **Privacy**

45. MTN recognizes the importance of protecting the privacy of all data provided by users of MTN Services. This statement is meant to affirm our utmost respect for your rights to privacy.
46. MTN has an obligation to know who its customers are.
47. MTN collects your personal data that it uses to profile MTN service customers and administer individual accounts, update MTN databases, innovate the service, and provide user support.
48. MTN will from time to time communicate on your phone about their new products and services and send such promotional messages to make you aware of these offers. To de-register from such promotional messages, you can dial \*851# to activate Do Not Disturb feature.
49. MTN may share your personal Data with affiliated third parties, as necessary for our legitimate business needs, to carry out your requests, and/or as required or permitted by law. Adequate safeguards have been put in place to prevent unauthorized access and to ensure confidentiality of your personal information.
50. MTN may verify your identity information through government databases to comply with regulatory requirements.
51. MTN shall have the right to monitor your account usage and may disclose personal data to local law enforcement or investigative agencies or any competent regulatory or governmental agencies to assist in the prevention, detection, or prosecution of money laundering activities, fraud, or other criminal activities.
52. MTN employees who handle personal data are under an obligation to treat it confidentially and may not disclose it to unauthorized third parties. MTN employees are also responsible for the internal security of data. Employees who violate MTN's privacy policies are subject to a range of disciplinary actions.
53. If you have any questions or concerns regarding your data privacy and would like further information about how MTN protects your data and/or when you want to contact the Data Protection Officer (DPO), please email us at [dataprivacyoffice.rw@mtn.com](mailto:dataprivacyoffice.rw@mtn.com).

### **Language**

**54.** These terms and conditions are available in Kinyarwanda, French and English.

**Dispute Settlement**

**55.** The subscriber is entitled to refer any dispute relating to the Network Services to the Rwanda Utilities Regulatory Authority and in the event the dispute is not resolved by parties amicably within 90 days, the parties shall refer the dispute to a competent court in Rwanda.

**56.** These Terms and Conditions are governed by the Rwandan Law