



**TERMS AND CONDITIONS FOR USE OF
MTN BULK SMS PURCHASE PORTAL**

TERMS AND CONDITIONS

1. Acceptance of the Terms

- 1.1. These Terms and Conditions set out below govern the MTN Bulk SMS Services Portal provided by MTN Rwandacell Plc (“MTN”). By accessing or using the MTN Bulk SMS Portal, you agree to be bound by these provisions.
- 1.2. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication and/or your acceptance by using and/or performing any purchase on the MTN Bulk SMS Portal.
- 1.3. By selecting “Accept”, “Agree” or any equivalent confirmation, you:
 - 1.3.1. Acknowledge that you have read and understood these Terms; and
 - 1.3.2. Represent and warrant that you have the full legal capacity, authority and right to enter into and be bound by these Terms and Conditions.
- 1.4. Completion of the onboarding process, including acceptance of these Terms and Conditions and submission of all required documentation as set out by MTN shall be a **condition precedent** to being granted access to and use of the Portal.
- 1.5. If you do not agree to these Terms and Conditions, you shall not access or use the Portal.
- 1.6. These Terms and Conditions, together with any additional terms, policies, or guidelines applicable to the Service(s), shall collectively be referred to as the “Terms.” In the event of any conflict or inconsistency between these Terms and any such additional terms, policies, or guidelines, the latter shall prevail to the extent of the conflict.

1. Definitions

The following terms will have the specific meanings assigned to them in these “Terms and Conditions.”

- 2.1. “**Applicable Law**” means all laws, regulations, directives, and regulatory guidelines in Rwanda applicable to these Terms and Conditions.
- 2.2. “**A2P SMS (Application-to-Person Messaging)**” means SMS messages sent from an application, platform, or enterprise to a mobile subscriber, typically via SMSC or other approved interfaces.
- 2.3. “**Bulk SMS Service**” means an A2P messaging service enabling the transmission of high-volume SMS traffic through MTN platforms.
- 2.4. “**Content**” means any text, data, or information transmitted by you through the Portal.
- 2.5. “**Portal**” means the Bulk SMS Purchase Platform operated by MTN to place Bulk SMS orders and transmit Bulk (Blast) SMS messages.
- 2.6. “**Recipient**” means any person, including both a natural or juristic entity who receives or is intended to receive any message sent by a Subscriber using the Services.
- 2.7. “**Services**” means the Bulk SMS Services offered by MTN through the Portal to you to resell to your own clients or end-users for lawful enterprise communication, including transactional, informational, and consent-based promotional messaging.
- 2.8. “**SMS**” means a Short Messaging Service consisting of a text message.
- 2.9. “**Short Message Service Center (SMSC)**” means a system within the MTN Network that manages SMS messages.
- 2.10. “**Subscriber**” means the entity registered to use the Portal.
- 2.11. “**We**” or “**Us**” means MTN Rwandacell Plc.
- 2.12. “**Our Website**” means the MTN website address <http://www.mtn.co.rw>.
- 2.13. “**You**” or “**Your**” means the entity using the Services.

TERMS AND CONDITIONS

2. Services and Activation

- 3.1. MTN shall provide you with an SMS bucket for the provision of the Services and you shall ensure that the Portal will be well managed so as to avoid affecting and overloading MTN's SMS systems. Management of the Portal refers to, among other things, ensuring that the Portal is used for the purposes under these Terms and is protected from viruses, hackers, data breaches and/or any other preventable threats.
- 3.2. All Bulk SMS clients must complete mandatory KYC verification before activation. You will be required to:
 - 3.2.1. Submit a valid and current company registration documentation, or equivalent official documentation, as required to verify its legal status and authorization to operate.
 - 3.2.2. Submit a formal stamped request letter to MTN's Enterprise Business Department. This letter shall detail the intended use of the Portal, the anticipated volume of messages, and any resellers that will be connected to your Account. It should also include the contact details of your duly authorized representative(s).
- 3.3. We may request additional information or documentation at any time for compliance or verification purposes.
- 3.4. You shall be responsible for maintaining the confidentiality of your access credentials issued following onboarding and for all activities conducted on your account.
- 3.5. We shall review the submitted request and your relevant documentation. Once approved by the relevant Regulatory Authority, we shall configure your Sender ID(s) and provide you with access credentials to the Portal. This includes:
 - 3.5.1. Username and Password: Secure login details for accessing the Portal.
 - 3.5.2. Portal Training (MTN may offer training sessions or documentation to help you

navigate the Portal effectively; among others).

- 3.6. Bulk SMS Services purchased through the SMS bucket shall be for on-net SMS only. If you intend to send any SMS off-net or to international numbers, then the prevailing tariffs for off-net and international SMS shall apply and be charged separately.
- 3.7. You are prohibited from sending any spam and/or scamming SMS to the public for any reason whatsoever. Any violation of this clause shall be considered a material breach of these Terms and MTN shall be entitled to rely on any remedy for breach provided under the law. You shall also be liable for any damages that MTN and/or any third party may incur as a result of such violation.
- 3.8. You accept that in the event you onboard third parties and/or clients for purposes of reselling or sending SMS, you will always ensure to collect identification information such as contact details of the onboarded end users, customer or business names, ID/Passport and business registration details, and/or any other identification information (hereinafter referred to as Know Your Customer "KYC"). You shall always ensure to seek your customer and/or end user consent prior to sending any commercial messages.

3. Payments

- 4.1. You shall purchase an SMS bucket from MTN through the Portal and/or on any other dedicated platform and payment for such services shall be made in advance. Once you have consumed all SMS in the purchased SMS bucket you shall be required to purchase another SMS bucket in order to continue accessing SMS Services.
- 4.2. SMS credits shall be deducted per message submitted for delivery in accordance with applicable pricing and the routing applied to such message.
- 4.3. MTN reserves the right to amend the pricing from time to time in accordance with any applicable regulatory conditions

TERMS AND CONDITIONS

or business decisions, however, on not less than thirty (30) days' written notice to you. Continued use of the Services after the effective date shall constitute acceptance of the revised tariffs and charges.

4. Use of the Portal

- 5.1. You shall use the Portal strictly for lawful and authorized purposes.
- 5.2. You are prohibited from:
 - 5.2.1. Transmitting unlawful, harmful, fraudulent, or misleading Content.
 - 5.2.2. Sending any spam SMS to the public for any reason whatsoever.
 - 5.2.3. Misrepresenting the origin or nature of any message.
 - 5.2.4. Interfering with or disrupting the operation of the Portal or its underlying network.
- 5.3. You shall comply with the Regulations governing Unsolicited Commercial Communications in Rwanda of 06/07/2018 especially in its sections on National Do not Call List for telecommunication operators and prohibited time to deliver commercial communications, issued by the Rwanda Utilities Regulatory Authority. You will be responsible for the payment of any penalties issued to MTN Rwanda for non-compliance of these Regulations as a result of your intentional or negligent acts and/or omissions.
- 5.4. MTN Rwanda reserves the right to:
 - 5.2.5. Suspend or terminate the Services without prior notice in the event of non-compliance.
 - 5.2.6. Block or filter non-compliant traffic.
 - 5.2.7. Audit messaging activity.
 - 5.2.8. Report violations to the relevant authorities

5. Sender ID Management

- 6.1. All Sender IDs must be registered and approved by the relevant Regulatory Authority prior to configuration and use.
- 6.2. You shall ensure that Sender IDs are accurate, non-misleading, and compliant with the Applicable Law.
- 6.3. You shall actively monitor and maintain compliance of all Sender IDs.
- 6.4. We reserve the right to reject, suspend or revoke any Sender ID at our discretion or at the direction of the Relevant Regulatory Authority.

6. Recipient Consent and Content Compliance

- 7.1. You shall ensure that all Content complies with Applicable Law and MTN's policies. Without limitation, you shall ensure the following:
 - 7.1.1. Obtain the Recipient's prior express, informed, and verifiable consent before sending any promotional or marketing SMS.
 - 7.1.2. Maintain complete and auditable records of such consent and provide proof upon request by MTN.
- 7.2. You shall be solely responsible for all Content transmitted through the Portal using your access credentials, including third-party content.

7. Delivery and Service Availability

- 8.1. We shall use reasonable efforts to facilitate SMS transmission but do not guarantee delivery, timing, or routing.
- 8.2. Delivery may be affected by factors beyond our control, including network availability and regulatory restrictions.
- 8.3. We do not warrant uninterrupted or error-free operation of the Portal.
- 8.4. We shall not be liable for delayed, failed, or undelivered messages.

TERMS AND CONDITIONS

8. Performance of the Portal

- 9.1. We shall use commercially reasonable efforts to ensure the availability and proper functioning of the Portal. However, you acknowledge that the Portal is provided on an "as is" and "as available" basis and uninterrupted access is not guaranteed.
- 9.2. We may from time to time suspend access to the Portal, in whole or in part, without liability, for scheduled maintenance, system upgrades, emergency repairs, security fixes, or other operational or regulatory reasons. Where practicable, we shall provide prior notice of scheduled downtime.
- 9.3. We shall not be liable for any delay, interruption, degradation of service, or failure in the availability of the Portal or SMS delivery caused by factors beyond its reasonable control, including but not limited to network failures, force majeure events, regulatory actions, or operator restrictions.
- 9.4. We may implement usage limits, throttling, or other technical controls to ensure system stability, fair usage, and compliance with the Applicable Law.

9. Support and Maintenance

We shall provide technical support for issues related to the use of the Portal. You shall notify us without undue delay of any technical issues in order to facilitate timely resolution and ensure continuity of the Services.

10. Suspension and Termination

- 10.1. We may suspend or terminate access to the Portal immediately where:
 - 10.1.1. There is breach of any of these Terms and Conditions;
 - 10.1.2. There is suspected fraud, abuse, or unlawful activity;
 - 10.1.3. Required consent or compliance cannot be demonstrated; or

- 10.1.4. Such suspension or termination is required by law or the relevant Regulatory Authority.
- 10.2. Upon suspension or termination, access to the Portal may be revoked and unused credits may be forfeited unless otherwise agreed.
- 10.3. After termination, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Clauses 11 (Liability and Indemnity), 12 (Limitation of Liability), 13 (Confidentiality), 14 (Data Protection), and 16 (General Provisions).

11. Liability and Indemnity

- 11.1. You agree to defend, hold harmless and indemnify us, and our subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your authorised users' use of the Portal, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit, or action.
- 11.2. You agree to fully indemnify us against all legal actions as a result of customers receiving unsolicited messages, and you shall be liable to compensate us the full value of the financial loss in the event of a regulatory fine.
- 11.3. You agree to fully indemnify, defend, and hold harmless us, its affiliates, employees, agents, and partners from and against any and all claims, demands, actions, liabilities, damages, losses, penalties, or expenses (including legal fees) arising from or related to:
 - 11.3.1. Misuse of Bulk SMS Services
 - 11.3.2. Transmission of spam, phishing, or fraudulent messages

TERMS AND CONDITIONS

11.3.3. Violation of consent, data protection, or privacy obligations

11.3.4. Transmission of unlawful, misleading, or infringing content

11.3.5. Breach of applicable laws, regulations, or industry codes

11.3.6. Use of unauthorized Sender IDs or routing mechanisms

11.3.7. This indemnity applies regardless of whether such claims arise from negligence, misuse, or unauthorized use of your account or credentials.

12. Limitation of Liability

12.1. We shall provide Bulk SMS services on a reasonable efforts' basis and in accordance with applicable technical and regulatory standards.

12.2. To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with the use or inability to use the Services, including but not limited to:

12.2.1. Loss of business, revenue, profits, or anticipated savings.

12.2.2. Loss of data, messaging content, or delivery records.

12.2.3. Delays, failures, or non-delivery of SMS messages caused by third-party networks, international routing, or recipient device conditions.

12.2.4. Service interruptions due to maintenance, force majeure events, or regulatory directives.

12.2.5. We do not guarantee uninterrupted, error-free, or real-time delivery of Bulk SMS messages.

12.3. We shall not be responsible for the acts, omissions, or failures of third-party networks, aggregators, international carriers, or recipient mobile operators

involved in message delivery outside its direct control.

13. Confidentiality

13.1. The Portal contains valuable proprietary information and trade secrets of MTN and its suppliers that remain the property of MTN. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the Portal.

13.2. You shall not disclose, advertise, or publish these Terms without our prior written consent. Any press release or publication regarding these Terms is subject to our prior review and written approval.

14. Data Protection

14.1. We may collect and process personal data necessary for the provision and management of our Services, including identification details, contact information, and usage data.

14.2. You agree that you shall not attempt to and/or use our Portal to extract any of our Customer personal data for any personal or commercial purposes except as expressly authorized by us.

14.3. You agree to implement, and at all times maintain, appropriate technical and organizational measures to protect any Customer Personal Data that may come into your possession as a result of using the Portal, against unauthorized or unlawful processing and accidental loss or damage by your employees, subcontractors' agents or any other persons acting on your behalf.

14.4. You shall be obligated to provide to us at any time on request a detailed written description of the technical and organizational measures in place to protect Customer personal data.

14.5. You agree to comply at all times with any obligations under any applicable Data Protection Law in force in Rwanda, and shall not, by act or omission, put us in breach of, or jeopardize, any registration under any such Data Protection Law.

TERMS AND CONDITIONS

14.6. You agree to permit us and our representatives (at no cost to us) to inspect and audit your data processing activities (and those of your authorized data third parties) and to comply with all requests to enable us to verify and/or procure that you are complying with this clause.

14.7. In the event of a breach, or potential breach of your obligations under these terms or any threat to the security of our Customer personal data, you shall:

14.7.1. Take immediate steps to remedy the breach or prevent the potential breach or remove the threat.

14.7.2. Promptly take measures to ensure there is no repetition of the incident in the future.

14.7.3. Promptly (and in any event within one (1) Business Day) provide us with full details in writing of the steps and measures taken.

14.7.4. Comply (at no cost to the Customer) with all requests made by the Customer in respect of the same.

14.8. You agree to indemnify and keep us indemnified in full and hold it harmless on demand from and against any and all losses suffered or incurred by us or for which the Customer may become liable arising out of or in connection with any breach by you of this clause.

15. Intellectual Property

15.1. All information, right, title and interest relating to copyright, trademark, patents and trade names, trade secrets and any other proprietary rights, whether registered or unregistered and however embodied, communication media, and systems associated with the Services offered by MTN and/or on the Portal and the underlying services (the "Intellectual Property") shall vest in MTN and remain the sole property of MTN. By using the Service, you obtain non-exclusive rights on the infrastructure, content or software strictly associated with use of the services.

15.2. Subject to clause 15.1 above, you agree not to use, challenge, or exploit MTN's Intellectual Property in any way unless you have obtained prior written consent from MTN.

15.3. The Services may include material or content which is owned by MTN and/or the rights in which vest in third parties. You may not use, copy, exploit or publish any aspect of the Services, without the prior written consent of the owner of the rights therein.

15.4. You shall promptly inform MTN of any claims in respect of patent rights, copyrights, registered designs, or other Intellectual Property rights and shall make no settlement thereof without giving MTN prior notice of the claim and a reasonable opportunity to respond.

16. General Provisions

16.1. Modification

16.1.1 We may amend these Terms and Conditions at any time and without notice to you. Any such variations or amendments will be published in the daily newspapers and/or our website and/or by any other means as determined by us and any such variations and amendments shall take effect immediately upon publication.

16.1.2 You shall not vary any of these Terms and Conditions.

16.2. Force Majeure

We shall not be liable for any loss arising out of delay in or prevention of performance of our obligations due to any cause the adverse effects of which we could not and cannot reasonably and practically avoid in the ordinary conduct of our business. In case of an inability to supply and provide the aforementioned Services due to Force Majeure, we shall notify you immediately of the inability to act.

TERMS AND CONDITIONS

16.3. Waiver

No failure to exercise or enforce any of our rights under these Terms will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.

16.4. Severability

If any provision of these Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions will remain in force.

16.5. Dispute Settlement

16.5.1. Any dispute, controversy, proceedings or claim arising out of or relating to these Terms or to the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Kigali International Arbitration (KIAC) rules.

16.5.2. The place of the arbitration shall be Kigali, Rwanda and the language to be used in the arbitral proceedings shall be English.

16.5.3. Notwithstanding anything to the contrary anywhere else in these Terms, nothing in this clause shall preclude any party to the arbitration from seeking interlocutory relief in any Court having jurisdiction pending the institution of appropriate.

16.6. Governing Law

These Terms shall be governed and construed in accordance with the laws of the Republic of Rwanda.

16.7. Entire Agreement

These Terms constitute the entire understanding between MTN and the Subscriber and supersede all prior representations, communications, negotiations, and understandings concerning the subject matter of these Terms and Conditions.