

SCANCOM LIMITED
(MTN Ghana)
Terms and Conditions of Service
Pay As You Go

1. Introduction.

1.1 The parties: The parties to these Terms and Conditions (this Agreement) are Scancom Limited (MTN), a company registered under the company laws of Ghana with company number C-54,827 and head office located at 5th, 8th-12th Floors, Ridge Tower, Ridge, Accra, Ghana, of the one part; and you, our esteemed customer of the other part.

1.2 Definitions: In this Agreement, "Scancom", "MTN", "MTN Ghana", "we", "our" or "us" means Scancom Limited. "You" or "your", "the subscriber" means you, our esteemed customer. This Agreement contains various other words that start with a capital letter and have a defined meaning. We set out below what these defined words mean.

Additional Services means optional Services (including but not limited to Roaming, access to Services charged at premium rates or Content) which are chargeable at the rates set out in our Tariff Table as may be amended from time to time.

Age Restricted Services means any of the Content or Services that are specified for use by customers of a specified age (usually 18) or over.

Agreement means these terms and conditions and the Charges and other details in our Tariff Table that apply to your account. Additional terms may apply to Additional Services or any promotional or special offers but we will notify you of these before they apply.

Charges means charges for access to and use of the Services as set out in the Tariff Table. Charges may cover (without limitation) call and usage charges, fixed periodic charges (if applicable), all reasonable administration charges, and any costs incurred in collecting outstanding payments from you.

Content means information, images and sounds, communications, software or any other material contained or made available through the Services.

Deposit means a refundable amount that we may ask you to pay to us before we provide you with access to the Services or to any Additional Services.

Messaging Services means the voicemail storage and retrieval service and/or any other type of message storage and retrieval service that we may offer from time to time.

Network means the telephone system that provides our Services.

Pay As You Go means a customer paying the Charges in advance by purchasing credit before using our Services.

Pay by Direct Debit means a customer paying the Charges in arrears by direct debit after using our Services.

Roaming is an Additional Service that allows you to access the Services on a network belonging to another operator, usually in a foreign country.

Services means the mobile telephone services offered by MTN including Additional Services and Messaging Services where appropriate, which we have agreed to provide to you.

SIM means the SIM card which contains your MTN phone number and enables you (together with a handset or other equipment) to access our Services.

Tariff Table means MTN current list of Charges and prices which is updated from time to time and available on our website, or in our latest catalogue, or from our Team upon request.

Team means the MTN customer service team. Our contact details are set out in clause 9.1.

Top Up means a voucher, receipt or other pre-payment mechanism that allows you to add credit to your account by one of the means we offer so that you can access our Services.

2. Our agreement

2.1 Commencement: This Agreement will start, and you are deemed to accept the terms and conditions of this Agreement, when you first credit your account with us or first use our Services, whichever happens first. We will make the Services available to you on the terms and conditions of this Agreement and will connect you to the Network after your SIM is registered as soon as we can so that you can access the Services.

2.2 Transfer: This Agreement is personal to you and you shall not transfer any of your rights and responsibilities under this Agreement without our consent. However, if you transfer your SIM without our consent, you will continue to be held responsible for any liabilities arising in respect of this Agreement. For security and fraud prevention reasons we may temporarily suspend such SIM unless and until you notify us of such transfer. The terms of this Agreement will also apply to anyone you transfer your SIM to. Please contact the Team first if you do want to transfer your SIM. We may transfer any of our rights and responsibilities without your permission provided that the Services you receive or the rights you have under this Agreement are not materially reduced as a result.

2.3 Your handset: This Agreement only covers the provision of the Services by us to you. It does not cover any handsets or other devices you may have received with your SIM or as part of a package, either directly from us or through a third party retailer. Please see clause 4.8 if you need to return your handset.

3. Creating and using your account

3.1 Your account: We will open an account for your SIM. We will apply Charges (being the Charges for our Services that you use) to your account. You will be responsible for your SIM and for paying all Charges on your account whether or not they have been incurred by you personally.

3.2 Payment: You shall pay the Charges in advance as a Pay As You Go customer.

3.3 Top Up your account: As a Pay As You Go customer your account needs to be in credit with us if you want to use our Services. You can add credit to your account by purchasing a Top Up and applying such Top Up to your account or by one of the other means we offer as set out in clause 6. As Charges are incurred they will be deducted from any amounts credited against your account.

3.4 Charges: Charges for your use of the Services will be set out in the Tariff Table. For the Tariff Table please check out our website or contact our Team. We may amend the Charges as set out in clause 5 of this Agreement.

3.5 No refund: If you do not use up all credits in any Top Up as purchased by you within the specific validity period, and such Top Up expires (if applicable) you shall not be refunded with the said expired credit. If this Agreement is cancelled (unless the cancellation is in accordance with Clause 5.4) you shall be deemed to have lost any credit on your account and shall not be refunded of same.

3.6 Top Up restrictions: Top Ups may have restrictions on validity or use. For example, some Top Up vouchers may have an expiry date by which any credit on them needs to be used. Before purchase of Top Ups, you shall be given access to details and rules of Top ups set out either on our communication materials, website or from our Team on your request.

3.7 No credit: As a Pay As You Go customer, you shall not be able to make outgoing calls if you do not have sufficient credit on your account, except calls made to the emergency services, the Team, or a number provided to enable you Top Up. You shall also not be given access to use any of the Services that would incur Charges. Note however that you will still be able to receive incoming calls (unless you are Roaming).

3.8 Keep talking! : You shall be required to use our Services at least once within any 90 day period either by making a chargeable call or sending a text message. Should you fail to make a rechargeable call or send a text message within the specified period, we reserve the right to suspend your access to services and/or cancel this Agreement. The moment we cancel this agreement, you shall lose your right to your phone number and any unused Top up credit on the account. (See clause 10.3). As we do not intend to lose our esteemed customer, we encourage you to keep talking and/or texting.

4. Provision of service

4.1 Availability: We shall do our best to make our Services available to you however quality and availability could be affected by factors outside of our control, such as the weather, fiber cuts or faults in the Network or any other networks used to provide the Services to you. The Network we use for the provision of our Services may from time to time need upgrading, maintenance or other work which may result in interruptions or unavailability. Where this is the case and our Network provider has informed us, we will detail any interruptions or unavailability on our website and details will also be available from our Team. We will do all we can to keep such unavailability to a minimum.

4.2 Use of the Services: The Services will be available to you provided you:

- (a) comply with your obligations as set out in this Agreement;
- (b) are in range of the base stations forming the Network (or that of our partners when Roaming) when you try to use the Services;
- (c) do not use the Services for any illegal, or improper activities;
- (d) top up your credit;
- (e) only use the Services with the equipment and SIM we have approved for use on the Network;
- (f) give us valid information we may from time to time reasonably ask for and do not give us false information;
- (g) follow all instructions, directives, regulations the National Communications Authority (NCA) gives you and any reasonable guidelines we make available to you;
- (h) do not use the Services for fraudulent purposes or for making abusive, offensive, indecent or nuisance calls, for sending spam or unsolicited emails, calls or text messages or images, for making or receiving unauthorised reverse charge calls or for infringing any other person's rights including copyright or other intellectual property rights.

4.3 Your SIM: Any SIM we provide to you remains our property and must be returned to us if we ask for it. You must keep your SIM safe and can only use it to access our Services. If your SIM is lost, stolen or damaged call the Team immediately for another SIM. If your SIM is lost or stolen you will be liable for all Charges relating to use of the SIM (including call Charges) up to the time that you notify us that your SIM is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. If you lose the SIM you might be liable to pay a reasonable replacement charge, details of which are set out in our Tariff Table (if applicable).

4.4 No reselling: You shall not sell or otherwise make our Services available to others or commercially exploit our Services or any Content in any way.

4.5 Phone numbers: We grant you the use of a phone number. In exceptional circumstances, including but not limited to when the telecommunications regulator NCA order the reallocation or change of mobile phone numbers, we reserve the right to change the phone number we make available to you.

4.6 Content: We shall endeavour to maintain any Content that is provided by us or our appointed third party Content suppliers. However, as Content is obtained from a large range of sources, it is provided on as basis and we do not represent to you that any Content is of satisfactory quality, accurate, error free, secure, fit for a particular purpose, complete or suitable. For restrictions around Content provided by third parties please see clause 7.3.

4.7 Roaming: Our Services may be available to you in countries outside Ghana if we or the partner who provides us with our Network have roaming arrangements in place. You may need to activate Roaming on your handset by contacting the Team before you leave Ghana. You may also need to pay us a Deposit as set out in clause 6.7 before you roam. The Charges for Roaming are set out in our Tariff Table or are available from the Team on request. Overseas network operators may bill us sometime after you use the Services this can be as long as three (3) months later. Please be aware that when you use your phone abroad incoming calls also incur a charge and your phone may be incurring data charges even when you have not made or received a call or text.

4.8 Returns: If you have obtained your handset directly from us through an MTN Store or by speaking to our Team then you will be entitled to benefit from any equipment warranty that we provide. Full details of such warranty are detailed in the pack you receive with your handset and are also available from our Team on request. If you have obtained your handset from another source, for example a phone retailer who may offer services from a variety of networks, any customer satisfaction guarantee and warranty that we provide will not be available to you. You should check directly with the retailer where you obtained your handset what their policy is.

4.9 Additional Services: We may offer you new and/or additional products, promotions and services that may be of interest or benefit to you. Activation of your SIM is confirmation of your agreement to receive promotional/marketing information from MTN via SMS or voice. Charges for any Additional Services will be specified in our Tariff Table and any special terms and conditions for such Additional Services will be specified on our website or be available from our Team on request. We may require you to show a satisfactory credit score or billing history before we provide you access to some Additional Services. You further consent that we will notify you of new and/or additional products, promotions and services on your phone when they become available.

4.10 Acceptable use: We may publish an acceptable use policy in respect of some of our Services or any Additional Services. An acceptable use policy will provide rules and further details around how such Services or Additional Services can be used. We will do this to help us prevent fraud and to ensure that excessive use of such Services or Additional Services does not prevent other customers from enjoying such Services or Additional Services. We will notify you in advance if we do publish such a policy and such policy will also be available on our website, or media or from our Team on request.

5. Changes to this agreement, the charges or our services

5.1 Making changes: We may make changes to this Agreement at any time for Network security reasons, legal or regulatory reasons, or if we wish to have all of our customers on the same terms and conditions for Services. We may also need to change or withdraw all or any part of our Services or any Additional Services if they are uneconomical, technically impractical, not fulfilling their purpose for you or us, or as a result of changes in technology or changes made by our Network supplier. We may also change our Charges or introduce new Charges.

5.2 Details of any changes: Details of any changes we make will be available on our website, in the media or from our Team on your request. Changes to the Charges will be reflected in the Tariff Table. Please check our website regularly for any changes.

5.3 Significant changes: If and when we make any change (s) to your Agreement, Services or any Additional Services and /or to charges for any Services or Additional Service you are using, which are likely to be of material detriment to you, we will notify you at least one month in advance of the effective date of any such change (s) **5.4 Non acceptance of changes:** If the changes in clause 5.3 you are notified of are not acceptable to you, you may exercise your rights to cancel this agreement or to stop using our Services. Upon your cancellation, you shall be duly refunded with any amount of credit on your account (if any) to the exclusion of any of any airtime or credit bonuses we may have credited on your account. To claim your refund you must notify the team in writing within 30 days of the effective date of the change(s).

5.4 Acceptance of changes: Note that your continued use of our Services or Additional Services after the effective date of the change(s) will be deemed to be acceptance by you of the relevant change(s).

5.5 Communicating with you: All our notifications as to changes in clause 5.3 in respect of this Agreement and/or our services shall be by, but not limited to e-mail, text messages or via our website. Other means of communicating you may include television, radio, mail, phone, electronic messaging, placing a recorded message on the phone number for the Team, by the means set out in clause 5.2, or by some other means reasonably available. We will use the most recent contact details that you have given us (if any).

6. Charges, payment and related terms

6.1 Payment methods: If you do want to pay the Charges in advance then you can purchase and apply a Top-Up to your account or we will accept payment by credit card or debit card or MTN Mobile Money or Cash or at a partner bank. However, if we have reasonable cause to believe that your payment will be dishonoured or we cannot validate any payment card details you provide us with, we may refuse your chosen payment method and request another method.

7. Liability

7.1 Exclusions: In terms of this Agreement, we exclude all liability to you in any way for:

- (a) any losses where we are not at fault;
- (b) any loss of income, business or profits;
- (c) any corruption of data in connection with the use of the Services; or
- (d) any losses or damages which were not reasonably foreseeable when we entered into this Agreement.

7.2 Limited liability: We are only liable to you as set out in this Agreement. We will pay for any damage or losses if we are liable to you for something we or anyone working for us does or does not do. However, our obligation to pay damages or losses is limited to GH10 for one incident or GH100 for a number of incidents within any 12 month period. Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentations we make.

7.3 Third parties: You may be able to use our Services to upload or transmit email or Content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as the pipe transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit.

7.4 Timeliness: You must tell us about any claims you want to make against us as soon as reasonably possible. This will allow us to look into your claim and any relevant account records we have on our systems before we delete the records in accordance with our legal obligations.

7.5 Things beyond our control: We will not be liable to you if we are unable to provide you with the Services, or perform any of our obligations under this Agreement because of something beyond our control. Such factors may include, but will not be limited to, acts of God, industrial action, fiber cut, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third party supplier or network operator.

7.6 Continuation: This section 7 will apply even after this Agreement has ended. If you are a consumer, the terms of this Agreement will not affect any rights you have under any statute which cannot be excluded by the terms of this Agreement.

8. Suspending or disconnecting access to our services

8.1 Suspension for Network problems: We may suspend your use of the Services or disconnect any SIM from the Network without warning if the Network needs urgent maintenance or upgrading. We will try to make sure this does not happen often.

8.2 Suspension for other reasons: We may also suspend your use of the Services and disconnect your SIM from the Network without giving you notice if you, or anyone who uses your SIM:

- (a) does not keep to the conditions of this Agreement, including the provisions of clause 4.2, or any other agreement with us, for example, any terms and conditions relating to Additional Services or any promotional or special offers;
- (b) damages the Network or puts it at risk;
- (c) continually harasses, abuses or threatens our staff;
- (d) notifies us that your SIM has been lost or stolen;
- (e) exceeds any credit limit we may have set for you or does not pay a bill when it is due;
- (f) is required to be suspended following an order, instruction or request from any governmental body, any emergency service organisation, or any other person or organisation with the appropriate authority to request such suspension,
- (g) has provided us with information that we reasonably believe is false or misleading;
- (h) chooses not to use our Services within a 90 day period either by making a chargeable call or sending a text message,
- (i) we reasonably believe that there has been fraudulent activity on your account; or
- (j) contravenes any acceptable use policy we have notified you about (as set out in clause 4.10) and you continue to use the Services in breach of that acceptable use policy after we have notified you of any breach.

Suspension may result in us cancelling this Agreement. If we cancel this Agreement, you may lose your phone number and any unused Top Up credit on your account (see Clause 10.3).

8.3 Reconnection Charges: We may charge you a fee to reconnect you to our Services except where the reconnection is required as a result of Network problems as set out in clause 8.1. Details of any fee are set out in our Tariff Table.

8.4 Messaging Services: We may turn off your Messaging Services if they are inactive for an extended period of time but we will let you know before this happens. If we do turn off your Messaging Service you will lose all of the content in your Messaging Services and we will be unable to forward any unopened or unsent messages to you or anyone else.

8.5 Unlocking your handset: MTN Handsets are locked to the Network. If you wish to unlock any MTN handset from the Network you will need to contact our Team and pay the Charges for unlocking your handset as set out in the Tariff Table (if applicable). You will also need to have paid all Charges owing on your account before we may unlock your handset. For security reasons you will also need to register the handset you wish to unlock with us before we unlock it for you.

9. Queries, disputes and contact details

9.1 Contact us: If you have any queries about our Services, you can contact us at any time by calling the Team on 0244 300 000 from any network or 111 from your MTN SIM or handset in Ghana, by writing to us at MTN, The Customer Care Team, PO Box TF281, Trade Fair, La, Accra, Ghana or by emailing us through customercare@mtn.com.gh. We will try to resolve your query as quickly as possible. If for any reason you have a complaint about our Services then you can also contact us using these same details.

10. When our agreement ends

10.1 Your right to cancel: You may cancel this Agreement at any time for any reason and return our SIM.

10.2 Our right to cancel: We may cancel this Agreement immediately in the following circumstances:

- (a) if we have the right to suspend your access to the Services for any of the reasons set out in clause 8.2 and we believe that the grounds are serious and have not been, or are unlikely to be, rectified;
- (b) if you breach the provisions of this Agreement in any material way and do not put it right within 7 days of us asking you to do so; or

(c) if the Network owner no longer makes the Network available to us.

10.3 Effect of cancellation: If this Agreement is cancelled you will need to pay us on cancellation all unpaid Charges on your account and:

- (a) your SIM will be disconnected from the Network,
 - (b) you will not be able to use our Services at all; and
 - (c) you will lose your phone number.
- (d) you will lose any unused Top Up credit on your account.

11. Your details and how we look after them

11.1 How we use your data: By subscribing to our Services you give us your consent to use your personal information together with other information for the purposes of providing you with our Services, service information and updates, administration, credit scoring, customer services, training, tracking use of our Services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after you terminate the Services. We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and the law.

11.2 Marketing consent: We may also, use your personal information to contact you with information about special offers and rewards (this may include special offers of other carefully selected companies). We and other MTN subsidiaries (e.g. MTN Mobile Money) may also, subject to your consent, use your personal information to contact you with information about their products and services including special offers from them, and we may disclose your personal information to other MTN companies and sub-contractors and agents for these purposes.

11.3 How we can contact you: From time to time, we and other MTN subsidiaries may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax.

11.4 Subject access request: You have a right to ask for a copy of your information (for which we may charge a reasonable fee) and/or to correct any inaccuracies.

11.5 Credit checks: If you apply for credit we may carry out credit checks where necessary to help us confirm your identity and decide whether to accept your application. The credit check will include visiting our database for your subscription details, registering and checking your information with credit reference agencies and fraud prevention agencies that will in turn check the details of

anyone you are financially associated with for example, people you may have a joint bank account with, based on this Agreement.

11.6 Recording: We may record or monitor any conversations with our Customer Care Team about your account or our Services to assist us to improve the quality of customer care service we provide to you.

12. General

12.1 Change of details: You shall of utmost necessity contact our Team about any change in your address, email address, any direct debit for your account, or any other change(s) to your details as supplied to us.

12.2. Age Restricted Services: If you are under the specified age that may apply to any Age Restricted Services you are not permitted to access such Age Restricted Services. If you are the specified age or over and you access any Age Restricted Services you must not show, or send Content, from the Age Restricted Services to anyone under the age that may be specified on some Content or Services. If you let anyone under the age specified on any Content or Services use your handset you must also ensure that you deactivate access to any Age Restricted Services before doing so.

12.3 Severability: If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is lawful and effective to address the purposes for which the original clause was inserted.

12.4 Directory information: The law requires us to enter your name, address and mobile telephone number in a publicly available telephone directory and/or a directory enquiry service operated by us or a third party. If you would not like us to include your details in such a directory or enquiry service then please contact the Team.

12.5 Enforcement: Failure by either you or us to enforce any rights under this Agreement shall not prevent either you or us from taking further action.

12.6 No third party rights: This agreement does not confer any benefit on a third party.

12.7 Law: This Agreement is to be governed and interpreted in accordance with the laws of Ghana and each of us agrees to institute legal actions on matters arising out of this agreement in only the Ghanaian courts after failure to settle disputes amicably.
