

MTN Music +, Terms & Conditions

MTN Music + (the “MTN Music +”), is an unlimited music streaming and Music on demand service. The activation of MTN Music +, requires the explicit compliance and unconditional acceptance of the following terms, rules and conditions governing the use of this service and is complementary to the general service conditions of MTN.

1. ACCESS TO THE SERVICE

1.1 Users of MTN Music + may be all MTN subscribers who have subscribed to any MTN mobile telephony post-paid plan or prepaid package (“the Subscribers or the Users”) and is available to all MTN subscribers to the extent where their MTN services are active. Subscribers who are barred out, suspended or deactivated will not have access to the MTN Music +.

1.2 Access to MTN Music + is solely for MTN subscribers, who own PC’s, tablets and mobile smartphones running on Android and iOS operating systems.

1.3 Access to MTN Music + requires an active internet connection for the download of the application for which data charges apply.

1.4 MTN is concerned about the safety and privacy of its Users, particularly children. Parents who wish to allow their children access to and use of the services should supervise such access and use. It is your responsibility to determine if any portions of the service are suitable for your child to access, and MTN will not be held liable.

2. USER REGISTRATION -IDENTIFICATION

2.1 Access to the service requires the use of the username and password provided to the Subscribers.

2.2 During registration, the User is required to declare, true, accurate and complete data, and subsequently maintain their confidentiality thereof,

2.3 Subscriber is solely liable for any leak, disclosure, unauthorized or illegal use of the information by himself or others.

2.4 The User is obliged to notify MTN immediately and without undue delay, for any unauthorized use of his/her username and password or any other breach of security-related communications that may come to his knowledge.

2.5. Subject to clause 2.3, the user may optionally update his/her information of the MTN Music + service, stating additional information in the relevant fields. In this case, this additional personalized information are vested solely to the knowledge of MTN,

for the management of the content of the service, without introducing any change in communication with the user and billing of service.

3. FEES – BILLING

3.1 MTN Music +, is made available to subscribers in the below version:

3.1.1 Premium version, which is accessible through the use of PC, and a special application for smartphones and tablets with iOS & Android operating systems, with the below standard charges of the MTN plan or packages that the subscriber is using.

4. MUSIC + PACKAGES

4.1

Validity	Data Volume (MB)	Bundle price
Daily (<i>local content only</i>)	25	GHC 0.50
Daily plus (<i>local +international content</i>)	50	GHC 1.00
Weekly (<i>local content only</i>)	100	GHC 1.50
Monthly (<i>local + international content</i>)	250	GHC 4.99

4.2 The use of MTN Music + requires internet connection. If the Subscribers use the data network of MTN to access the internet then data usage will occur and charges will apply (whether the subscriber has a bundle or ad hoc data usage) depending on the plan or package of the Subscriber.

4.3 The MTN Music + is subject to local usage within MTN network only and excludes any roaming usage and commences upon the activation of the Service.

4.4 MTN reserves the right to amend the fee at any given time and such change will be available on www.mtn.com.gh. MTN may send text messages to subscribers to advise on any changes made.

4.5 MTN may offer, from time to time, Free Trial Period for the usage of the MTN Music + for a specific period (“Free Trial Period”). MTN reserves the right, and the absolute discretion, to determine MTN subscribers’ eligibility for a Free Trial, and to withdraw or modify a Free Trial at any time without prior notice and with no liability. At the end of such Free Trials, MTN may automatically start to charge MTN Music + subscribers for the premium service on the first day following the end of the Free Trial, on a recurring monthly basis depending on the allocated number of days. In case of early termination by the user, before the expiration of the trial period, there is no

way to redeem the remaining time, neither to move it for a future time when the user selects to reactivate this.

4.6 By accepting the terms and conditions and activating the service, the subscriber agrees to the charges of the service. If the subscriber does not want this charge, then he/she must unsubscribe from the service.

4.7 This usage right and the corresponding package fee will be automatically renewed for successive and consecutive periods depending on the allocated number of days, unless the user deactivates the service.

4.8 The deactivation of the service will happen immediately the subscriber sends a request for deactivation, and the user will lose access to the Service even if there are remaining days of the 30 days period.

4.9 For MTN Pay Monthly Subscribers the bill of MTN Music +, is issued on a monthly basis during the entire period of its validity, under the subscriber's name and based on the identity and the address that has already been declared as part of the total bill that the subscriber receives regarding services from MTN, which will include detailed independent charges for MTN Music +.

4.10 MTN PAYG subscribers can only use the Service provided they have enough airtime remaining in their account.

4.12 It should be noted that due to the nature of the MTN Music +service, all sales are final and the charges involved cannot be canceled after confirmation of payment.

5. INTELLECTUAL PROPERTY

5.1 Intellectual and industrial property rights in the overall content of MTN Music +, the names, distinguishing marks, logos, information, data, etc. that are each time contained or distinguished in any way as MTN Music +, belongs to MTN ,its partners, beneficiaries who provide relevant licenses or to any third party beneficiaries and are protected by applicable Ghana legislation against any possible usage, reproduction, selling, intervention, transmission, distribution, republication of them in any manner and for any reason without the prior written consent of MTN or other beneficiary, or otherwise violate them directly or indirectly.

5.2 Notwithstanding clause 5.1 above, MTN reserves the rights beyond those set out in therein.

5.3 intellectual and industrial property rights in the overall content of MTN Music +, the sound recordings, images, music, rights to the music belongs to Akazoo, its partners, beneficiaries who provide relevant licenses or to any third party beneficiaries and are protected by applicable legislation against any possible usage, reproduction, selling, intervention, transmission, distribution, republication of them

in any manner and for any reason without the prior written consent of Akazoo or other beneficiary, or otherwise violate them directly or indirectly.

5.4 Furthermore, musical works available through MTN Music +, are protected by copyright laws and related rights and are available only for personal use and not for commercial use. Any other use, copying, publication, modification, redistribution, etc. is expressly prohibited by the relevant provisions. In case of violation of the above, the user is responsible accordingly against MTN for any liability, loss, cost or damage resulting from the illegal use.

6. LIABILITY

6.1 MTN cannot intervene in any way to broadcasted content and, therefore, does not provide any guarantee, nor assumes any responsibility for this, nor for the delay or incomplete updating of information, services and products contained in MTN Music + as indicative of the music catalogue, nor for the content and legality or use of other websites and services of third parties to which it may refer. The user's access to them is his sole responsibility.

6.2 MTN is not responsible and shall not in any way guarantee the safety and uninterrupted and without any kind of error function of MTN Music +, and any programs, pictures, files, documents, related graphics, etc., the absence of viruses, to which users may have access to. The services are provided on an "AS IS" and "AS AVAILABLE" basis, and MTN does not hold any kind of responsibility towards the user or third persons for compensation or remedy of any damage that may result from the use thereof.

6.3 MTN does not warrant that any particular computer, portable device or mobile application or smartphone will be compatible with MTN Music + service.

6.4 Additionally, MTN has no liability to users of MTN Music + on content that could be considered inappropriate, indecent or offensive.

6.5 Finally, MTN has no responsibility in the event that is or becomes feasible through the use of MTN Music + service and its website, the link to any other site, website, social networking service, as it would apply in this case by the relevant terms and conditions thereof, to whom the user only will report under, bearing the responsibility and obligation to ensure the safety from the part of the user.

7. USERS OBLIGATIONS

7.1 Illegal use of MTN Music + music as well as any use contrary to any provision of the applicable national or Community legislation, in particular the one relating to the protection of intellectual property rights, and to these terms and conditions, to which all users accept unconditionally is forbidden.

7.2 Also, it is forbidden for any actions and omissions which may make it difficult or impossible to correct and smooth the operation of the website, for which the end user is fully responsible. MTN reserves the right to interrupt temporarily or permanently, at any time and without prior notice, the access to the service or discontinue the availability of content to the user who violates these obligations. Users are solely responsible for submitting any third parties personal data to MTN without specific prior authorization, and for giving false, incorrect or inaccurate data to the company with the purpose to defraud or mislead.

8. COMMUNICATION

The communication between MTN and the User must be made electronically via SMS and through communications that MTN will publish on its website www.mtn.com.gh as well as on MTN Music + micro site www.musicplus.mtn.com.gh.

9. PERSONAL DATA

9.1 MTN commits to use any personal data that users voluntarily provide in order to improve the service provided to the users or to determine the needs, wants and expectations of those users. The recipients of this data may be third parties that collaborate with MTN in relation to the personal data services.

9.2 MTN may use cookies, i.e. small text files stored on the user's hard drive, which are used to facilitate the access to the service, or for statistical purposes and marketing, without taking cognizance of any file on the computer. The user expressly declares that he consents to receiving cookies for these purposes.

10. GOVERNING LAW

10.1 These Terms and Conditions constitute the entire agreement between MTN and the service user of MTN Music +. These conditions and the amendment of them shall be governed and construed in accordance with Ghana law.

10.2 The parties shall endeavor to amicably settle any disputes and misunderstandings which may arise in connection with this Agreement.

10.3 Where amicable settlement of any dispute arising from this Agreement is impossible, the parties shall refer the dispute to the Commercial Division of the High Courts of Ghana for resolution.

11. OTHER TERMS

11.1 MTN may at any time, in their sole discretion, discontinue, temporarily or permanently, the access to or operation of MTN Music + and to alter the terms and conditions of the service, with only an announcement on their respective websites: www.mtn.com.gh, without prior notice.

11.2 MTN reserves the right to temporarily or permanently suspend access to the service if there is a clear violation from the user of these terms and conditions, or any provision of the applicable law.

11.3 Also, MTN may at any time, in their sole discretion, modify the terms and conditions of this Agreement with only the relevant notice in the above mentioned websites, without prior notice. Usage of the MTN Music +, after having accepted the terms and conditions is evidence that the user accepts all changes, modifications or deletions.

11.4 Invalidity or cancellation of any term or part of any term does not render void the remaining provisions, which shall remain valid and fully utilized to their legal effects.

11.5 The non- exercise of MTN's rights to power or rights to damages, arising by law does not constitute in any way a waiver of these rights.

11.6 The present terms and conditions apply supplementary to the terms and conditions of the MTN post- paid plans and prepaid packages.