

## TERMS AND CONDITIONS FOR MTN XTRATIME

By using this product, you are deemed to have read and agreed to the following terms and conditions.

The following terminology applies to these Terms and Conditions:

**"Customer"**, **"You"** and **"Your"** refers to you, the person using the MTN Xtratime product or service and accepting MTN's Terms and Conditions.

**"MTN"**, **"We"** and **"Us"**, refers to Scancom PLC.

**"MTN Xtratime"** refers to this product the subject matter of these Terms and Conditions.

**"Party"** and **"Parties"** refers to either of the **Customer** or **MTN** and both the **Customer** and **MTN** respectively.

**"MTN Xtratime"** refers to a product which allows eligible prepaid Customers to access airtime and or data on credit when their airtime balance is low.

**"Xtratime account"** refers to the dedicated account which will be created when a Customer's request for advance airtime credit is approved.

Any use of the above terminology or other words in the singular, plural, capitalization is taken as interchangeable and therefore referring to same. And any reference to natural persons include legal persons and vice-versa and references to any gender includes reference to the other gender and vice-versa.

The following terms and conditions refer to the offer, acceptance and consideration necessary for the Customer to participate in the use of the MTN's Xtratime service:

1. The MTN Xtratime service will be available to eligible prepaid Customers only.
2. Eligibility criteria for the MTN Xtratime service include but is not limited to the following:
  - SIM must be prepaid
  - SIM must be registered
  - Customer's main account balance must be less than GHC 4
  - MTN's consideration of Customer's recharge frequency
  - MTN's consideration of Customer's average monthly spend
  - The MTN Xtratime service is open to all eligible customers.
  - You acknowledge that you are fully bound by the legal and other consequences of MTN Xtratime service as contained in these Terms and Conditions.
3. The MTN Xtratime service can be accessed via USSD code \*506# or SMS Short Code 1506 or Landing Page [xtratime.mtn.com.gh](http://xtratime.mtn.com.gh)
4. Different credit bands are available to different customers, depending on the customer's profile (tenure on network, recharge frequency, etc). Available credit bands include:
  - GHs 0.50 Xtratime
  - GHs 1.00 Xtratime
  - GHs 2.00 Xtratime
  - GHs 3.00 Xtratime
  - GHs 4.00 Xtratime
  - GHs 5.00 Xtratime
  - GHs 8.00 Xtratime
  - GHs 10.00 Xtratime
  - 10MB XtraByte(GHs 0.20)
  - 50MB XtraByte(GHs 1.00)

5. Other Xtrairtime airtime denominations can be introduced and/or existing denomination withdrawn as the need arises without prior notice to Customers.
6. Xtrairtime airtime will be loaded in a special Xtrairtime account for successful requests.
7. A service charge of 10% of the requested airtime is charged per successful request for all bands. For band GHs 10.00 however, 15% of the requested airtime is charged as service charge.
8. A Customer with insufficient airtime in her/his main account may request for Xtrairtime airtime provided that any airtime in a Customer's main account prior to requesting for Xtrairtime will be used to partly offset any approved Xtrairtime airtime immediately the Customer's Xtrairtime account is credited.
9. Subsequent chargeable services e.g. calls, SMS, Data and VAS used by a Customer will be first charged from his/her Xtrairtime account until it is exhausted and then from the Customer's main Account.
10. Xtrairtime airtime can be used for all chargeable activities on the MTN network including but not limited to the following:
  - Voice calls
  - SMS
  - Internet
  - Premium rated services
  - MTN Caller Tunez
  - MTN Play
11. A Customer will NOT be able to transfer airtime from her/his Xtrairtime account to another MTN subscriber or any other.
12. A Customer must recharge her/his account via any of the available physical and electronic recharge channels to payback the Xtrairtime airtime borrowed. The amount borrowed is first deducted from the recharge amount and the balance, if any, will then be loaded in the Customer's main account.
13. In cases where the recharge amount is less than the outstanding Xtrairtime amount, subsequent recharges will be used to recover whatever is outstanding until the loan is fully recovered.
14. When a Customer exhausts her/his Xtrairtime airtime, the Customer will not be able to make chargeable calls or perform any other chargeable activity until the Xtrairtime credit advanced to her/him is paid back.
15. However, a Customer will still be able to call Customer care or any other toll free number when she/he exhausts her/his Xtrairtime airtime.
16. A Customer will still be able to receive calls when she/he exhausts her/his Xtrairtime airtime.
17. A Customer will be required to pay back the full amount of airtime borrowed even if the airtime has not been used at all.
18. In cases where a Customer has airtime in both her/his main account and Xtrairtime account, any service will first be charged from the Xtrairtime account before being charged from the main account.

19. There is no limitation on the number of times a Customer may borrow Xtratime airtime, as long as he or she meets all other eligibility criteria and is within his/her credit limit.
20. The Customer's attention is specifically drawn to the provisions of these conditions which limit the liability of MTN:
- a. MTN provides the MTN Xtratime service on an "as is" and "as available" basis, in the hope that you find it useful. MTN does not warrant that the service will be free of errors, faults or interruptions and we shall not be liable to you in connection with (but not limited to):
    - any cause beyond our reasonable control;
    - any failure or delay in the use of or inability to use any component of the service;
    - any loss, claim or damage including loss or corruption of data howsoever arising
  - b. Except as expressly set out in these Terms and Conditions, all warranties, and representations, whether express or implied, and whether arising in contract or under common law or by statute are excluded to the fullest extent permissible by law.
  - c. In no event shall MTN or any officer, staff or employee of MTN be liable for any direct, indirect, special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arise out of or are in any way connected with the MTN Xtratime service or its terms.
  - d. You acknowledge and agree that MTN reserves the right to revise these terms and conditions at any time for any reason and reserves the right to make changes at any time, without notice of obligation, to any of the information and materials contained under these terms and conditions. You further acknowledge and agree that by use of this product, you will be bound by any such revisions to the MTN Xtratime service, and that MTN has advised you to periodically visit its website ([www.mtn.com.gh](http://www.mtn.com.gh)) to review these terms and conditions.
  - e. MTN reserves the right to amend or cancel the terms of this service or to withdraw the service entirely without notice.
  - f. These terms constitute the whole legal framework and governs your use of the MTN Xtratime service.
21. This service shall be governed by and construed in accordance with Ghanaian Law and the parties submit to the jurisdiction of the Commercial Division of the High Court of Ghana.