

Welcome to MTN Fiber Broadband Service. In using the service, you are deemed to have accepted the Terms and Conditions (Ts & Cs) as indicated or as may be revised from time to time. These Ts &Cs are for an indefinite period and you understand and agree that you are bound by such terms until the time you stop using the Services or where MTN terminates the Service. We reserve the right to change these terms & conditions from time to time without any obligation to seek your consent when revising these Ts & Cs. The latest version of the terms and conditions may be found at <https://fibrebroadband.mtn.com.gh/>

1 Definitions

1.1 “Equipment” means the routers and devices installed at the subscriber’s premises which belongs to MTN in order to provide access to the Service.

1.2 “FBB” means fiber broadband.

1.3 “Provider” means Scancom Plc (MTN)

1.4 “Service” means the FBB which the Provider shall install to enable the subscriber access internet and other online services and content.

1.5 “Subscriber” shall mean the legal entity or person who purchases the service by agreeing to these Ts & Cs. For the avoidance of doubt, a Subscriber is a natural person who must be 18 years of age or older.

Subscriber’s Undertaking/Use of the FBB Service

2.1 The Subscriber shall not use the Service for any illegal activity.

2.2 The Subscriber is personally responsible for all use of the Service and shall neither use nor permit to use the Equipment, the system, the Service for:

2.2.1 Sending abusive, offensive, indecent, obscene, or menacing messages or communications, or

2.2.2 Eavesdropping, intercepting or learning the contents of any message or communications, or

2.2.3 Persistent calls that may cause annoyance, inconvenience or needless anxiety to any person, or

2.2.4 Any improper, immoral or unlawful purpose, or for any purpose not recommended by the Equipment manufacturer.

2.3 The Provider has the right to treat the use of the system, Equipment or Service in the contravention of the above as a ground for the suspension of the Service or termination of it.

2.4 The Subscriber shall not use the service for spam activities.

2.5 The Subscriber shall indemnify the Provider for any actions brought against it in respect of the Subscriber's illegal actions in using the Service.

3 Confidentiality and Disclaimer

3.1 The Subscriber shall be responsible for his/her confidentiality in the use of the Service and acknowledges that the Provider does not have control and connate monitor subscriber's content and information via the internet.

3.2 The Subscriber shall maintain confidentiality of passwords and other access codes to the Service.

3.3 The Provider shall not be liable for the use of the Service by unauthorized persons who gained access to the Service due to leakage of passwords and not liable for the data usage by such unauthorized users.

3.4 The Provider is not liable for contents, material or information that Subscriber may find offensive and inappropriate.

3.5 Internet connection over the broadband service is subject to technical feasibility.

3.6 The Subscriber has a duty to securely protect the Equipment, the Provider shall therefore not be liable for damage caused to any Equipment on the Subscriber's premises due to power, physical or any other type of damage.

3.7 The Service may be unavailable due to operational maintenance or factors beyond the Provider's control including force majeure. Such interference of Service will be communicated to the Subscriber.

4 OWNERSHIP AND INSTALLATION of THE Equipment

4.1 The Subscriber will be supplied with the Equipment on a free-to-use basis. However all Equipment remain the sole property of the Provider.

4.2 This means that the Subscriber must return the Equipment upon the termination of the Service by whichever means.

4.3 The Provider also reserves the right to retrieve the Equipment upon termination of the Service or if the Service is dormant for twelve (12) months or more.

4.4 The Subscriber is obliged to grant access to the Provider's contractors to retrieve the Equipment.

4.5 Any liability associated with the damage or theft of the Equipment will transfer to the Subscriber once delivered to the Subscriber.

4.6 Where a Subscriber loses, damages the Equipment, or the Equipment is stolen, he/she will be liable to pay for the replacement value of the Equipment at the time of loss, damage or theft before the Provider will replace or refurbish the Equipment.

4.7 Where a Subscriber requires an additional service outside the standardized Service, the Subscriber will be liable for the additional costs of installation. These additional costs will be specified in the quotation prior to commencement of installation and must be settled prior activation.

4.8 The Subscriber will be required to grant the Provider field service agents and their representatives' access to work, internally and externally, at the Subscriber's premises for installations and maintenance. Therefore, the Subscriber must ensure that he has obtained all necessary consent and authorisations, including planning permission where required, from landlords, tenants and other occupants.

4.9 The Subscriber accepts that cabling, mounts, poles, conduits and fixings will be used to complete the installation, and that these become the property and responsibility of the Subscriber once the installation has been signed-off. This excludes network equipment like infrastructure provider installed

Optical Network Terminal (“ONT”). It is the Subscriber’s responsibility to ensure that these are maintained in operational condition to maintain safety and proper working of the service.

5 Charges and Payments

5.1 Subscribers signing on to the service for the first time shall pay a one time installation fee in addition to a one (1) month subscription fee.

5.2 The Subscriber shall make payment by MTN MobileMoney, bank transfer, Visa enablement, other network payments (AirtelTigo and Vodafone Cash).

5.3 The Provider reserves the right to review its tariffs during the subsistence of this Agreement and shall be published on MTN website.

6. Termination

6.1 The Subscriber reserves the right to request to terminate the Service by notifying the Provider. Termination shall take effect immediately the recharge bundle is exhausted.

6.2 The Provider may also terminate if:

6.2.1 subscriber breaches any provision of these Ts &Cs, any applicable policy of the Provider or applicable telecommunications or cyber security laws of Ghana.

6.2.2 Legal or regulatory requirements require the Provider to suspend or terminate the Service; or

6.2.3 The Provider provides 14 days’ notice to terminate the Service without reason.

6.3 Upon termination of the Service, the Provider reserves the right to retrieve the Equipment.

6.4 A subscriber seeking reconnection after service termination must undergo the onboarding process similar to that of a new subscriber.

7. Data Fair Usage Policy

The use of this Service is subject to MTN Data Fair Usage for FBB. The Subscriber may download as much as the subscriber may want but not to exceed the fair usage limit per the Subscription Plan sign up to and contained in the Fair Usage Policy.

8. Laws, Settlement of Dispute, Waiver and Force Majeur

8.1 The provision of the Service shall be subject to the laws of the Republic of Ghana.

8.2 Any dispute arising from the provision of the Service shall be settled amicably by parties.

8.3 Any waiver by any party for any breach or default by the other party shall not be considered as a waiver for subsequent breach or default.

8.4 If the Provider's performance under these Ts & Cs is prevented, restricted or interfered with by causes beyond its reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence; any law, order, regulation, direction, action or request of the Republic of Ghana's government. or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more said governments, or of any civil or military authority, or by national emergency, insurrection, riot, war, pandemic/endemic, then the Provider shall be excused from such performance on a day-to-day basis to the extent of such restriction or interference. The Provider shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance.

9. Relocation

9.1 Subscribers are required to notify the Provider of any relocation. Upon such notification, the service provider is obligated to transfer the remaining data to the Subscriber.

9.2 If the Subscriber relocates to a fiber-connected location, the balance will be seamlessly transferred to their new account. However, in the case of relocation to a non-fiber location, the balance data will be transferred to their mobile number using the fiber-to-mobile conversion rate.