



TERMS AND CONDITIONS FOR USE OF SIM CARD SERVICES

- A. These terms and conditions (Ts and Cs) are applicable to you when you make use of MTN Eswatini's Sim Cards which, after registration, is activated when your SIM Card is inserted into a mobile handset or another compatible mobile device.
- B. These terms and conditions contain provisions which appear in bold or are underlined to draw your attention to such terms because they may limit the risk or liability of MTN Eswatini; and/or create risk or liability for you.

1. DEFINITIONS

- 1.1 **"Network"** means the public mobile telecommunications system operated and made available by MTN Eswatini or any other member of the MTN Group.
- 1.2 **"Regulatory Authority"** means the Eswatini Communications Commission (ESCCOM) or any similar authority that is established in the future to perform or take over the functions of ESCCOM.
- 1.3 **"Services"** means the cellular telecommunications service provided by means of the Network as well as such other additional related services, equipment and/or Value-Added Services.
- 1.4 **"SIM Card"** means the Subscriber Identity Module Card allocated to you to enable you to gain access to the Network by using the SIM Card in the mobile handset or another compatible mobile device. A SIM card may be physical or virtual.
- 1.5 **"MSISDN"** means the Mobile Station International Subscriber Directory Number which is the cell number allocated to the SIM card.
- 1.6 **"Value-Added Services"** means services charged at the Value-Added Service call rate, are provided by MTN Eswatini and/or a Value-Added Service Provider to make available to MTN Eswatini customers a selection of value-added services provided by means of the MTN Eswatini Network. Value-



Added Services are all services beyond standard voice calls. These Value-Added Services are not included in the bundled minutes/seconds.

2. PROVISION OF THE SERVICES

- 2.1 In order to receive your new mobile number and activate your SIM Card, you must register your SIM Card, in terms of the provisions of the Subscriber Registration Regulations 2016 read with any guidelines and/ or directives issued from time to time by ESCCOM.
- 2.2 Once your SIM Card has been registered, you can enter your PIN number into your mobile device and connect to our Services.
- 2.3 Subject to these terms and conditions, MTN Eswatini will activate the SIM card and maintain the availability of the Services while your SIM Card is active on the Network. Provision of the Network Services may be interrupted by MTN at any time, *inter alia*: -
 - 2.3.1 To facilitate any modifications, maintenance, or remedial work in respect of the Network Services or the Network by MTN;
 - 2.3.2 If you act or omit to act in such a way that the operation of the Network or quality of the Network Services may, in MTN's opinion, be jeopardized;
 - 2.3.3 Where there is an outstanding debt payable by you for calls or activities made on your MSISDN;
 - 2.3.4 To facilitate reconciliation of any outstanding debt you may have accrued in respect of usage of the Network Services;
 - 2.3.5 To enable the conduct of any investigation regarding your Terminal Equipment, SIM, MSISDN or related activities of any sort whatsoever;
 - 2.3.6 If the Terminal Equipment used by you infringes or in alleged to infringe the intellectual property rights of any third party;
 - 2.3.7 In instances of disconnection during SIM swap, transfer of ownership or deregistration;



2.3.8 Voluntary request by you to transfer your MSISDN to another person; and

2.3.9 Any other scenario which in MTN's opinion necessitates the interruption and any interruption.

3. DISCLOSURE OF INFORMATION

3.1 You consent that MTN Eswatini may, to the extent permitted by law, receive or disclose your personal information, documents and/or detailed call records to:

3.1.1 any law enforcement agencies that require the information for the prevention or investigation of criminal activities;

3.1.2 any of MTN Eswatini's shareholders, related entities, suppliers, agents, professional advisors, or any company within the MTN Group for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Electronic Communications and Transactions Act, 2022;

3.1.3 any of MTN Eswatini's shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service and/or auditing purposes;

3.1.4 any company within the MTN Group for any purpose connected with the Services or the Network or incentive scheme purposes, including any Contact Centre and technical services.

3.2 Except where the law or these terms and conditions provide otherwise, MTN Eswatini shall be entitled to utilize your detailed call records for any lawful purpose including but not limited to tracing and/or billing purposes. You acknowledge and agree that:

3.2.1 The service quality and coverage available to you shall be limited to that provided by the Network in accordance with the requirements of the Electronic Communications Act, 2016 (or as amended) and the Regulatory Authority requirements. The Services may, from time to time, be adversely affected by physical features such as buildings and underpasses, as well as atmospheric conditions and other causes of interference; and



3.2.2 to the extent permitted by law, MTN Eswatini shall not be liable for non-availability of the Services.

4. VALUE-ADDED SERVICES

You acknowledge and agree that should you subscribe to any Value-Added Services, the provision of such Value-Added Services by MTN Eswatini will be subject to MTN Eswatini's standard terms and conditions applicable to those services from time to time with which you undertake to make yourself familiar with.

5. INDEMNIFICATION AND LIABILITY

5.1 You indemnify and hold MTN Eswatini and each company within the MTN Group harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by you or any third party, which arises directly or indirectly out of a breach of these terms and conditions by you or by your use of the Services and/or the mobile device, other than in respect of losses caused by the gross negligence or intentional misconduct of MTN Eswatini or any company within MTN Eswatini or any of their respective employees, directors or agents.

5.2 Without affecting the generality of the above, MTN Eswatini shall not be liable to you for any breach of these terms and condition or failure on MTN Eswatini's part to perform any obligations as a result of technical problems relating to the Network, termination of any license to operate or use the Network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the control of MTN Eswatini.

5.3 You shall:

5.3.1 comply with all instructions issued by MTN Eswatini which concern your use of the services, the mobile device, or related matters;

5.3.2 not be entitled to commercially or otherwise exploit the services and platforms in any manner whatsoever without MTN Eswatini's prior written consent, including without limitation, the provision of telephony services to third parties;



- 5.3.3 provide MTN Eswatini with all such necessary information as MTN Eswatini may reasonably and lawfully require;
- 5.3.4 not engage in fraudulent activities nor defraud customers; and
- 5.3.5 engage with MTN Eswatini, and its respective staff and agents in a courteous, cordial, and respectful manner at all times.

6. SUSPENSION/DISCONNECTION

- 6.1 MTN Eswatini may from time to time, by giving you advance notice where reasonably practicable and dependent on the circumstances, suspend the Services or disconnect your mobile number from the Network for a period to be determined by MTN Eswatini, in any one of the following circumstances occur:
 - 6.1.1 if the Service has not been used by you for a period in excess of 90 (ninety) days;
 - 6.1.2 if directed by you as the owner to end this agreement for any reason, at any time;
 - 6.1.3 MTN reasonably believes that you (or someone else) are using your Sim fraudulently, illegally or in a way that breaks this agreement, or are allowing someone else to do so; or we reasonably believes that we have to do so by law;
 - 6.1.4 if so directed by the Regulatory Authority or any regulatory authority in the lawful and appropriate exercise of its jurisdiction over MTN Eswatini or the customer, by judicial process or otherwise by applicable laws and regulations;
 - 6.1.5 if you commit money laundering and counter finance terrorism (AML/CFT) offences;
 - 6.1.6 In case of identity theft (SIM registered to a third-party IDs without the person's knowledge or consent);
 - 6.1.7 any other breach of laws & regulations;
 - 6.1.8 in any other instance specifically provided for in these terms and conditions.



7. COMMUNICATION

You hereby consent to the dispatch or transmission by MTN Eswatini of all and any necessary communications in terms of the Electronic Communications and Transactions Act 2022 or subsequently enacted and relevant legislation. You are entitled to inform MTN Eswatini if you do not wish to receive any communications for purposes of direct marketing and in this instance, MTN Eswatini will desist from circulating any further such material to you.

8. COMPLAINTS

Any complaints relating to our products or service to you may be forwarded to the email; feedback.SZ@mtn.com where we ought to action and feedback accordingly.

9. LOST OR STOLEN SIM CARDS

9.1 SIM Safe keeping

9.1.1 You are responsible for the safekeeping of your SIM Card.

9.1.2 You are encouraged, within 24 (twenty-four) hours of you realizing that your SIM Card or mobile device has been lost or stolen report this to the Royal Eswatini Police. You are permitted to call the helpline 922 to request SIM block or unblock.

9.2 SIM swap process

You may upgrade/ replace your lost/ damaged SIM card through a SIM swap. To conduct a SIM swap, follow the below steps:

9.2.1 Individuals

Visit the nearest MTN Service Centre, Etop-Up shop, Connect store or field agent with your identification document (ID-residents, passport-non-Swazi).

9.2.2 Businesses

Visit the nearest MTN Service Centre and Etop-Up shop with an authorized request letter and your identification document (ID-residents, passport-non-Swazi).



10. PASSWORD AND/OR PIN PROTECTION

If you have a password or PIN sent to your SIM Card or stored on your mobile device, you undertake to keep it secure and undertake that no other person shall use the Services utilizing your password or PIN, and you acknowledge further that you are responsible for ensuring that no unauthorized access to the password or PIN is obtained, and that you will be liable for all such activities conducted pursuant to such use, whether authorized or not.

11. GENERAL

11.1 These terms and conditions will be governed by and construed in accordance with the laws of the Kingdom of Eswatini, and you shall submit to the jurisdiction of the Eswatini Courts.

11.2 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

11.3 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

11.4 Any amended terms and conditions published in any media or on the MTN Eswatini website www.mtn.co.sz will form part of the terms and conditions of the Services, to which terms you agree to be bound.

12. CUSTOMER RELATIONSHIP TERMINATION PROCEDURE

12.1 This procedure outlines offenses that may result in MTN Eswatini blocking a customer number from the network or mobile money and provides a guideline of the process to be implemented to handle customers that are in violation of the terms and conditions of using an MTN Eswatini SIM (physical card or e-SIM).

12.2 MTN Eswatini reserves the right to terminate a relationship with a customer (s) in breach or violation of terms and conditions for ownership and usage of an MTN SIM.



13. CUSTOMER OFFENCES WARRANTING RELATIONSHIP TERMINATION

13.1 Termination of customer relationship, shall take place pursuant, but not limited to the following incidents, namely:

13.1.1 Exploiting MTN products and services offered to its customers, including MTN systems using a SIM.

13.1.2 Defrauding MTN in whatever shape or form using a SIM.

13.1.3 Defrauding or making attempts to defraud MTN customers or other customers using an MTN SIM\.

13.1.4 Non-compliance to KYC requirements set out in various legislative requirements applicable in MTN Eswatini.

13.2 Where, as a result of SIM usage, MTN is of the *prima facie* view that the actions of the customer have resulted in fraudulent activity either against MTN or an MTN Customer, MTN reserves the right to forthwith, without notice, suspend the SIM and report the incident(s) to relevant law enforcement agencies for further action.

14. CUSTOMER RELATIONSHIP TERMINATION PROCESS

14.1 MTN Eswatini reserves the right to take the following steps to offences which warrant suspension of an MSISDN from the network:

14.1.1 Exploitation of MTN Products and Services

14.1.1.1 MTN Eswatini will investigate and gather facts of how the customer has exploited or violated any MTN product, service, policy and / process not limited to system.

14.1.1.2 MTN Eswatini reserves the right to communicate the suspension/ blocking of the number.

14.1.1.3 If notice is made to the customer, MTN Eswatini will use SMS / email/ call as communication medium, that the MSISDN will be blocked and the reasons thereof. MTN Eswatini shall provide the customer with communication medium to show cause why the number should not be suspended, as well as the different



escalation channels at their disposal including contacting the regulatory body.

14.1.1.4 Suspend the number.

14.1.2 Defrauding MTN

14.1.2.1 MTN Eswatini will identify the fraudulent activity that has been committed using the SIM and explore all possible avenues to gather evidence which may involve reviewing call logs, emails, text messages, and data usage records.

14.1.2.2 The committed fraud shall be reported to the law enforcement authorities to further investigate and prosecute accordingly.

14.1.2.3 For non-payment of postpaid services MTN Eswatini will action according to the contractual agreement.

14.1.2.4 The customer may/ may not be notified of the suspension of the number.

14.1.2.5 Suspend the number.

14.1.3 Defrauding or attempting to defraud MTN customers or other customers using an MTN SIM

14.1.3.1 MTN Eswatini will identify the fraudulent activity that has been committed or attempted using the SIM and explore all possible avenues to gather evidence which may involve reviewing call logs, emails, text messages, and data usage records.

14.1.3.2 The committed or attempted fraud shall be reported to the law enforcement authorities to further investigate and prosecute accordingly.

14.1.3.3 The customer may/ may not be notified of the suspension of the number.

14.1.3.4 Suspend the number.



14.1.4 KYC non-compliance

14.1.4.1 MTN Eswatini shall identify non-KYC compliant numbers.

14.1.4.2 MTN Eswatini will inform and request the customer through SMS, call or email to submit the required KYC within a stipulated period to avoid disconnection.

14.1.4.3 The customer will be instructed on how and where to submit KYC.

14.1.4.4 MTN Eswatini will issue a reminder the customer of the need to submit the KYC and the due date.

14.1.4.5 Suspend the number/ Mobile money account.

15. SUSPENSION REMOVAL BY MTN ESWATINI

MTN Eswatini reserves the right to restore, revoke or remove the suspension of the number once the reason for suspension has been resolved and there is sufficient evidence to clear the customer of the violation of the SIM use terms and conditions.