

telecom App- Terms of Use

Mauritius Telecom Limited together with all of its subsidiaries (“**MT Group**”, “**We**”, “**Us**”, “**Our**”) are pleased to provide you (“**Customer**”, “**Your**”, “**User**”, “**Yourself**”) with the mobile application known as telecom App (“**telecom App**”, “**the App**”).

The telecom App enables you to create a user account, access and manage account details, buy mobile voice and data plans, check existing balance on fixed internet or mobile data plans, pay bills, subscribe to my.t internet or my.t internet & TV offers, upgrade to my.t internet or my.t internet & TV offers and other functionalities offered by or through MT Group from time to time (hereinafter referred to as the “**Service**”).

1. DEFINITIONS

“**Activities**” means all purchases, Service activations, Service requests, Service upgrades, including, without limitation, bill payment(s) or other financial transaction(s) conducted by the User via the telecom App.

“**App**” means the mobile application owned and controlled by MT Group which is known as telecom App.

“**Device**” means any device (including mobile handset and tablet) on which MT Group allows the downloading and use of the App.

“**mPIN**” refers to a four-digit mobile PIN set by the Customer which is paired exclusively to the Customer’s Device and used for authentication and validation purposes.

“**Services**” means the various services and/or facilities, including but not limited to information, promotion and/or engagement services and/or facilities as may be provisioned thereunder and provided by us to the Users.

“**User(s)**” means an end user of the App who (a) has downloaded the App on his or her Device for availing the Services for personal and non-commercial use, (b) if applicable, has validly registered for the Service through the required registration process, and (c) fulfils all prerequisites and conditions under this Terms. The term 'User(s)' includes you.

2. ACCEPTANCE

2.1 By downloading, installing, accessing or using the telecom App, you agree to be bound by these terms and conditions of use and any document including all policies referred to herein (the “**Terms**”), which you acknowledge to have read and understood.

2.2 The App and the Services thereunder may be used only by Users who are lawful owners of, or, at the responsibility of such owners have the necessary authorisation for (a) using the mobile phone numbers and Devices and (b) to perform Activities, if any, through or in connection with the use of the App and the Service. If you are not such a User or if you do not agree to any of

these Terms then **YOU SHOULD NOT USE THE APP AND/OR THE SERVICES THEREIN AND DISCONTINUE THE REGISTRATION PROCESS.**

- 2.3 These Terms are an agreement between you on behalf of yourself, your authorised User(s), any person on your account, and any person you allow to use any of the Services thereunder, and us.
- 2.4 These Terms and all applicable terms and conditions of the Services through the App are delivered electronically. For the avoidance of any doubt the Terms herein govern only the use and access to the telecom App. For any subscription to the Services contained therein, you shall be governed by the prevailing terms and conditions. By registering to any Service through the App or clicking on the “I Agree” button, you will be deemed to have accepted the terms and conditions of the prevailing Services in its entirety (preceding terms and conditions) including our Privacy Policy, which may be updated from time to time. These Terms shall apply in conjunction with the preceding terms.
- 2.5 You acknowledge and agree that subscription to any Service(s) under the App is subject to certain eligibility criteria as further detailed in the prevailing Service terms and conditions. In case of any doubt please contact my.t customer care.
- 2.6 From time to time, updates to the App may be issued via the Store Providers (Google Playstore, Apple App Store, Huawei App Gallery). Depending on the update, you may not be able to use and/or access the App or some of its features until you have downloaded the latest version of the App. In the event you download any latest version of the App including any new update, you agree that the Terms herein will govern the latest version of the App.
- 2.7 MT Group cannot be held responsible for the App downloaded from any other sources or if the App is not compatible with any device or software that you may use.
- 2.8 You acknowledge that availability of the Service may be subject to your Device’s technical compatibility and rights available with MT Group.
- 2.9 We reserve the right to change, limit, modify, suspend, discontinue or remove the contents, features and/or functions of the App at any time or for any reason at our sole discretion without notice. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the App during any downtime or discontinuance of the App. Nothing in these Terms will be construed to obligate us to maintain and support the App or to supply any corrections, updates, or releases in connection therewith.
- 2.10 We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms at any time. Continued use of the App after any such changes shall constitute your acceptance of such changes.

2.11 For further information please contact my.t customer care or read our FAQs.

3. Registration and Manage Account

3.1 Access and use of the App require internet connectivity. Data charges will apply for browsing within the App unless you are a my.t customer. You are responsible for any data charges that you may incur in using the App.

3.2 In order to use or register for the Service, you must be 18 years of age and above.

3.3 The services through the App are controlled and offered by MT Group from its facilities in the territory of the Republic of Mauritius. Although there is no geographical limitation for downloading, accessing and using the App, we make no representations as to the availability of the Services of the App in other jurisdictions.

3.4 You can create an account as follows:

(a) Download the App from relevant Store Providers;

(b) Open the telecom App;

(c) Follow the registration process;

(d) complete User's identity verification process as may be determined by MT Group.

We reserve the right, after verification of the data and documents provided to impose new documentary requirements before registering the Customer/User or rejecting the registration of the Customer/User.

3.5 Under the manage account feature, the User will be required to confirm whether he/she has the required authorisation and to upload certain documents for verification purposes. The requested information shall be used to verify that only valid and authorised User can manage an account.

3.6 All information and documents submitted will be processed in accordance with MT Group Privacy Policy and the Data Protection Act 2017.

3.7 You are solely responsible for keeping your password and other login credentials secured, and for all Activities conducted through your registered account. Any subscription, request or purchase of any Service through the App shall be deemed a legitimate request from the Customer to whom the account is registered. You will receive a SMS/test message advising of your registration to use the Service and confirmation of each purchase made using the Service. You must immediately inform MT Group if your account information is compromised, or they have reason to believe it is compromised. If you fail to do so, you shall be solely liable for any unauthorised Activities effected under your account.

3.8 MT Group shall not be held responsible for any lost or misplaced mPIN/passwords or for any Activities done by third Parties through your account with or without your knowledge or for any information and/or content downloaded or obtained through your account. You undertake to indemnify and hold MT Group harmless against all losses, damages and claims

arising from lost, misplaced mPIN/passwords and for any Activities conducted by you and any third parties through your account and/or for any content/information downloaded or obtained through your account.

- 3.9 You agree that you are not allowed to gain access to or use the mobile phone number, account or device of any other User for using the Service in any manner. You hereby represent that you have the complete authority to use the Device you are using for availing the Service and will be liable for any Activities made from that device in connection with the service.
- 3.10 MT Group reserves the right to disable without any compensation and/or obligations to you, on a temporary or permanent basis, any account at any time, and for any cause, including, but not limited to, a breach of these Terms herein.
- 3.11 MT Group further reserves the right to cancel any subscription made through the App or delay the provision of the Service if we have reasonable ground to believe that:
- (a) the Service may not be available due any technical or commercial reasons whatsoever; or
 - (b) the use of the Service will constitute or might constitute a breach of the obligations of the Terms herein or any Preceding Terms and Conditions of the Service.
- 3.12 We may, at our sole discretion, suspend the App at any time:
- (a) if required to do so to address technical problems or for reasons of ensuring safety upon reasonable notice to you; or
 - (b) to facilitate update or upgrade the contents or functionality of the App from time to time upon reasonable notice to you.

4. Biometric Authentication Service

- 4.1 In addition to all the other terms and conditions, the following conditions under this clause shall also apply to and govern the use of biometric authentication service (Biometric ID Service) for accessing the telecom App and any other Services/Activities that may be provided/completed through the Biometric Authentication option offered by MT Group. If you do not accept these conditions, please do not activate or use the Biometric ID option.
- 4.2 The Biometric ID Service is provided as part of our Services and is an alternative to using your Mpin to verify your identity, to give instructions to us and perform Activities.
- 4.3 You acknowledge and agree that in order to use the Biometric ID Service:
- (a) You must be registered on the telecom App;
 - (b) You hereby give us your consent to accessing and using the biometric credentials (including but not limited to facial map, fingerprint and/or any other biometric credentials as prescribed by us from time to time) stored on your Device for the provision of the Biometric ID service;

- (c) You shall possess a Device featuring a biometric sensor or a biometric scanner, which shall have the ability to capture and store biometric data;
 - (d) You shall activate and register the biometric recognition features on your Device;
 - (e) You must ensure that only your biometric data is stored on your Device and understand that following the completion of the registration process, any biometric data that is stored on the particular Device can be used to access and use the telecom App and its related Services.
 - (f) You shall be responsible for the safeguard of the security code, password and all other security credentials that can be used to register your biometric data on the Device.
- 4.4 You may, at any time, deactivate the Biometric ID service through the App and choose to access the telecom App using the mPIN option.
- 4.5 Any Activities performed, or instruction provided to us on the App through the use of biometric data registered for the Biometric ID Service shall be deemed to have been performed or provided, as the case may be, by you.
- 4.6 You acknowledge that the App performs the authentication process by interfacing with the biometric identity sensor module available on your Device and that you agree to such authentication process. You understand that the biometric authentication module of your Device is not provided by MT Group, and as such we make no representation or warranty as to its security aspect, conformity, or interoperability with the specifications of the manufacturer of the Device.
- 4.7 If you believe that the security of your biometric credential(s) has been compromised, you must cease and/or re-enable the use of App and change the relevant security credentials and notify us immediately. We may require you to change the relevant passwords and/or biometric credential(s) registered in your mobile device, to cease and/or re-enable the use of App and/or Biometric ID service.
- 4.8 We do not represent or warrant that the Biometric ID Service shall be accessible at all times, or function with any electronic equipment, software, infrastructure or other Services that we may offer from time to time.
- 4.9 In the event of any inconsistency between the conditions under this clause and the other terms and conditions laid down under the present conditions, the former shall prevail.

5. Condition Of Use

- 5.1 You have the possibility to install the telecom App on multiple devices for accessing the Services therein.
- 5.2 Any Activities carried out from the App is the sole responsibility of the Customer to whom the sim/mobile number is registered. If you fraudulently manage and/or perform any

unauthorised Activities under the account of a User without his/her permission, you will be fully liable for any claim arising out of your acts or omissions. You will also be required to fully indemnify MT Group for any such claims.

- 5.3 All Service requests that are not available on the App shall be made at any telecom shop.
- 5.4 Notwithstanding anything to the contrary contained herein, MT Group has the right to suspend, cancel or terminate your use of the App and any Service(s) therein:
- (i) if you use the App for unauthorised purposes;
 - (ii) if we detect any abuse/misuse, unauthorised disclosure of personal data, any kind of illegal acts including fraud or attempted fraud;
 - (iii) if we are required or requested to do so in order to comply with an order or instruction of or a recommendation from the government, court, regulator or other competent authority; or
 - (iv) for commercial reasons or for any other reason as we may reasonably determine.

6. Representation and Warranties

- 6.1 By registering and using the App and the Services therein, you represent and warrant that:
- (a) all registration information you submit will be true, accurate, current, and complete and further agree not to submit particulars that you do not have the right or authority to submit;
 - (b) you will maintain the accuracy of such information and promptly update such registration information as necessary;
 - (c) you will furnish such information/documentation as MT Group may reasonably require from time to time;
 - (d) you have the required legal capacity to enter into and be bound with these Terms under the laws of Mauritius;
 - (e) you will not access the App through automated means, whether through a bot, script or otherwise;
 - (f) you will not use the App for any illegal or unauthorized purpose; and
 - (g) your use of the App will not violate any applicable law or regulation.
- 6.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to delay, suspend or terminate your account or any Service thereof and refuse any, and all current or future use of the App and/or Service (or any portion thereof).

7. Billing and Payment

- 7.1 You agree to pay requisite charges for the use of the Services in accordance with the rates published by MT Group, which may be modified from time to time.
- 7.2 To effect bill payment (fixed line bills or mobile post-pay bills) or subscribe to any Services under the App, you must be a registered User.
- 7.3 Payment can be made on the App via my.t money or credit card and/or any third party partners and gateways made available by MT Group from time to time. You acknowledge and understand that MT Group does not control such third party partners and gateways and any transactions you make through them will be subject to separate terms and conditions of such third parties and gateways. Any personal information that you provide in relation to such billing and payment will be subject to our Privacy Policy and the policies of such third party partners and gateways, as the case may be. MT Group will not be responsible for the protection and privacy of your information if the payments are processed directly by such third party partners and gateways without any of our involvement in the processing of the payment other than providing necessary access.
- 7.4 Payment shall be made in Mauritian currency.
- 7.5 You can only make full payment of any bill under the App. Partial payment is not allowed.
- 7.6 You represent and warrant any financial information you provide when effecting payment via credit card/debit cards or other e-payment platforms are correct and accurate. You will be liable for any misuse or fraudulent use of your financial information, credit cards, debit cards or other payment mechanisms, and the onus to prove otherwise will be exclusively on you.
- 7.7 All claims and complaints for any failed or incorrect payment transactions must be directed to payment processing partners and/or your bank (as the case may be).
- 7.8 Payment of a bill should be effected not later than the due date otherwise a surcharge shall apply.
- 7.9 For any mobile recharge of airtime or data packages you are solely responsible to enter the correct mobile number and exact amount.
- 7.10 For any new Service (including upgrade of Service(s)), you will be notified of any applicable Service charges prior checking out on the App, as the case may be. The total Service charges of your order will be set out on the checkout page on the App. You are solely responsible to ensure the correctness of the services you have subscribed to and agree to the Service charges prior to effecting payment.
- 7.11 You will be prompted upon successful payment of bills or purchased Services. You may view the payment history of your account.

8. Grant of License

- 8.1 Subject to the Terms herein, MT Group grants you a limited, non-transferable, revocable and non-exclusive license to view, download, install and use the App to subscribe to Services, for

informational purposes, for personal and non-commercial use (the “License”) on any wireless electronic device that you own or control, strictly in accordance with the Terms.

8.2 You shall not:

- (a) rent, lease, lend, loan, sell, distribute, redistribute or sublicense the App.
- (b) copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify or create derivative works of the App, the content therein, any updates, or any part thereof.
- (c) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App;
- (d) violate any applicable laws, rules, or regulations in connection with your access or use of the App;
- (e) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App;
- (f) use the App for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended;
- (g) use the App for MT Group actual or potential economic disadvantage in any respect, including using the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App;
- (h) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App; or
- (i) use the App for any purpose which would be contrary to MT Group business interest. Any attempt to do any of the foregoing would be a violation of MT Group and/or its licensor’s rights. All rights not specifically and expressly granted under the License are reserved by MT Group and its licensors.

8.3 The App is licensed, not sold. The license confers no title to or ownership in the App and should not be construed as a sale of any rights in or to the App or the content therein.

9. Prohibited use

9.1 You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the App or any content on the App, or in any way reproduce or circumvent the navigational structure or presentation of the App to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the App. MT Group reserves the right to prohibit any such activity.

9.2 You may not attempt to gain unauthorized access to any portion or feature of the App or any other systems or networks connected to Mauritius Telecom’s (MT) website or to any MT or Cellplus’ server by hacking, password “mining” or any other illegitimate means.

- 9.3 You may not probe, scan or test the vulnerability of the App, nor breach the security or authentication measures while using the App. You may not reverse look-up, trace or seek to trace any information on any other User of the App, or any other customer of MT Group, including any account not owned by you, or exploit the App or information made available or offered by or through MT website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information.
- 9.4 You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the App, or with any other person's use of the App.
- 9.5 You may not represent that you are someone else, or impersonate any other individual or entity or manipulate information to use the App.

10. Intellectual Property

- 10.1 You agree that the App, including but not limited to all products, source code, user interface, databases, functionality, designs, audio, video, text, photographs, graphics, and software used to implement the App contains proprietary information and materials that is owned by MT Group and/or its licensors and is protected by applicable intellectual property and other law including but not limited to copyright (collectively the "Proprietary Property"). You cannot copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate in any form whatsoever or use the Proprietary Property except for use of the App in compliance with the Terms herein.
- 10.2 The trademarks, service marks and logos ("Trademarks") contained on or in the App are owned by Mauritius Telecom or its subsidiaries. You shall not use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit or disseminate the Trademarks unless with our prior written consent.

11. Third-Party Websites/Applications and Content

The App may contain (or you may be sent via the App) links to other websites/applications ("Third-Party Websites/applications") as well as such other contents belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites/applications and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by MT Group, and we are not responsible for any Third-Party Websites/applications accessed through the App or any Third-Party Content posted on, available through, or installed from the App, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites/applications or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites/applications or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the App and access the Third-Party Websites/applications or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website/application to which you navigate from the App or relating to any applications you use or install from the App. Any purchases you make through Third-Party

Websites/applications will be through other websites/applications and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites/applications and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites/applications.

12. Data Protection and Privacy

12.1 By clicking "I Accept" to the Terms and Conditions, you consent to MT Group collecting, processing and storing such personal data provided by you or generated by MT Group in the course of making the App and its services available to you, for the following purposes:

- a) Provision of the App, and its services (including In-app purchases) to you,
- b) Management of your Account by customer care,
- c) Market research and subscriber-profiling based on usage and preferences for the purpose of initiating information, promotions and/or marketing campaigns associated with MT Group services and/or network unless you have explicitly opted out,
- d) Credit profiling of subscriber to ascertain his/her creditworthiness,
- e) Prevention and detection of fraud, money laundering and terrorist financing,
- f) Compliance with applicable laws and regulations.

12.2 We respect the privacy of all our Users and to learn more on how your personal data will be processed, please check our privacy policy.

13. Termination

13.1 The telecom App offered to you may be terminated by MT Group without assigning any reasons at any time at its sole discretion.

13.2 The App will terminate automatically if you breach or fail to comply with any terms and conditions contained herein.

13.3 If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party.

13.4 The foregoing will not limit any other rights or remedies under contract, law or equity available to MT Group and we may take such measures available in contract, law and equity that we may deem appropriate.

13.5 Termination by MT Group will not relieve you of any obligations to pay any accrued charges, including any prorated charges accrued for the billing cycle, or any other outstanding amounts for your use of the Service.

14. Limitations of Liability and Indemnification

- 14.1 Except in the case of its gross negligence and so far as is permitted by law, MT, its subsidiaries, its agents and employees shall not be liable to you or any third party, whether under law, contract (including fundamental breach) or tort (including negligence), for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or for any loss of profits, revenues, data, business, production or goodwill, or for any other form of damages in any manner arising out of or in connection with the services, application, content or this agreement, including but not limited to:
- (a) any incorrect or inaccurate advertising, information, errors and/or omissions in the App;
 - (b) access to any such third-party application linked to the App to which we have not endorsed;
 - (c) Users being unable to access or use the App for any reason or any delay in its use thereof;
 - (d) any device, hardware or software you use in connection with the App is damaged or corrupted or fails to work;
 - (e) usage of the simcard is passed on to any other party for access to this App;
 - (f) the App does not work as you expect, does not meet your requirements or contains errors or defects or failure by us to correct such errors or defects;
 - (g) non receipt of any notification in a timely manner;
 - (h) reduced level or failure to provide any service caused by any third party service providers;
 - (i) Unauthorised access or any kind of Activities made via your App; or
 - (j) damages caused by the provision of any third party content, such as infringement of copyright, intellectual property rights or other rights of third parties.
- 14.2 You agree to indemnify and hold harmless MT, its subsidiaries and each of their employees, officers, directors and agents (together, "Indemnified Parties") against any losses, expenses, costs or damages (including reasonable attorneys' fees, expert fees' and other reasonable costs of litigation or proceedings) arising from, incurred as a result of, or in any manner related to any claim or action based upon (a) your breach of, or failure to comply with, the terms and conditions herein, and including infringement of the copyright or any intellectual property right in the content, App or Services, (b) your access and use of the Proprietary Property, (c) your breach of applicable laws, rules, regulations and guidelines, (d) your negligence and misconduct, (e) your infringement or misappropriation of intellectual property rights of any party, (f) our failure to execute any of your instructions, or (g) the use of the App and services thereof by any other person using your mobile number or Device.

To the fullest extent permissible under applicable law, you release and discharge the Indemnified Parties from any liability resulting from your use or possession of the App, including in relation to the following: (a) any product liability claims, (b) any claim that the Proprietary Property fail to conform to any applicable legal or regulatory requirement, (c) any claim arising under any consumer protection or similar legislation, and (d) any misuse or unauthorized access of your account.

15. Disclaimer

You expressly agree that the App and Services are provided on an "as-is" basis and the download, installation and use of the App, Service, and content is at your sole risk. MT Group does not make, and disclaims, any representations or warranties, express, implied or statutory, regarding the services and the application, or its merchantability, fitness for a particular purpose, title, non-infringement of third party rights, or any warranties arising by course of dealing or custom of trade. MT Group makes no representation or warranty that the materials, contents and/or Services displayed on or offered through the App are accurate, complete, appropriate, reliable, or timely. MT Group also makes no representation or warranty that the application or the services will meet your requirements or that your access to and use thereof will be uninterrupted or error-free, or that the App will be compatible or interoperable with any User's Device.

16. Indemnification

You agree to defend, indemnify and hold harmless MT Group including its subsidiaries, officers, agents, employees and representatives from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) brought by third parties resulting from or relating to your use of the App or your violation of any provision of these Terms.

We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify MT Group and you agree to cooperate with our defence of these claims. You agree not to settle any matter without our prior written consent. We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

17. Waiver

MT Group failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

18. Assignment

You may not assign or transfer these Terms without MT Group's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. MT Group may assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, permitted assigns.

19. Miscellaneous Provisions

- (a) You may request to block usage of the App anytime by giving a written notice via customer care. You shall remain responsible for any Activities made under the App.
- (b) The Customer shall immediately uninstall the App in case the Customer changes his/her mobile phone by contacting customer care.
- (c) These Terms are governed by and shall be construed in accordance with the laws of Republic of Mauritius. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the Courts of Mauritius.
- (d) If for any reason any aspect of this App is not capable of running as planned including by reason of tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of MT Group which corrupts or affects the administration, security, fairness, integrity or proper conduct of this App, MT Group may in its sole discretion cancel, terminate, modify or suspend the App.
- (e) The possible invalidity of one or more provisions of these Terms shall not invalidate the remaining provisions.
- (f) The Store Provider from which you download the App is not a party to the present Terms and is not responsible for the App and its content.