

MascomOnline App and Web portal Terms and Conditions

A. The following Terms and Conditions contain assumptions of risk and/or liability by you and limit and exclude liabilities, obligations and legal responsibilities which Mascom Wireless will have towards you and other persons. These Terms and Conditions also limit and exclude your rights and remedies against Mascom and place various risks, liabilities, obligations and legal responsibilities on you. These Terms and Conditions may result in you being responsible for paying additional costs and amounts and Mascom may also have claims and other rights against you.

1. Standard Mascom terms and conditions apply to this service: You may refer to www.mascom.bw. You accept that your use of this service is subject to all the current terms and conditions as contained on that website

2. MascomOnline portal features allows Mascom users to check their airtime, internet and SMS bundle balances; and Loading of airtime vouchers and purchases of internet and SMS bundles. Please note that all features might not be available on all mobile operating systems.

3. Mascom shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever, howsoever arising suffered or incurred by any person who accesses, downloads or uses this MascomOnline Application (the "User") or uses any services offered via this software/application, or web portal or relies on any information provided via this application or web portal, including but not limited to:

3.1 errors or discrepancies in the information provided;

3.2 any unauthorized access of this software/application or website by third parties;

3.3 any breakdown or failure of any equipment or medium of access to this application or website;

3.4 any failure or unavailability of any of Mascom's or any third parties' facilities or systems resulting in the inability to access this software/Application, web portal or process any transaction referred to or offered via this application web portal;

3.5 the destruction or accessing of the User's data or equipment;

3.6 any alteration, modification, upgrade or update of this software/application or web portal or any technology, hardware or software/application modification that may form part of this application, or web portal.

4. The User hereby indemnifies Mascom against any demand, claim or action against Mascom relating to or in connection with the User's use or accessing of this software/application or website whether directly or indirectly for any reason whatsoever.

5. Mascom reserves the right in its absolute discretion to alter, modify, upgrade, update, suspend or withdraw this software/application or web portal or any part hereof at any time.

6. Unless expressly stated to the contrary Mascom owns the intellectual property rights in and to this software/application or website and the unauthorized use thereof is expressly prohibited.

7. When running the application for the first time, the User might experience a few actions to determine what type of connection they have present and to authorize their use of the application. If a User has been detected using a Wi-Fi connection, they would not be requested to enter the Mascom number they wish to log in with. Even if a User has their data and Wi-Fi connection active, the application will choose to use the Wi-Fi connection as this is the default connection type. To edit once feedback from Billing available regarding use of WiFi to send SMS.

8. If Accept is chosen on the requested device, Mascom will proceed with the login and show the balances and all other account info to the User.

9. Mascom does not guarantee continuous real-time provisioning of the software/application or web portal or any other systems and shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by the User due to such lack of real-time provisioning.

10. The User agrees that Mascom shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by the User due to the delay of data being sent and received or any data that may be lost, as the User is aware that the prevailing data transfer technologies are of such a nature that data may be delayed or lost due to reasons beyond the control of Mascom. Causes of such delay may include but not necessarily be limited to:

10.1 the time of day the User will be receiving or sending such data;

10.2 the speed at which the data is sent or received;

10.3 the weather and area;

10.4 the type of device/s used to transfer such data; or

10.5 the amount of Users on a particular network at a location at any particular time.

11. Use of this software/application is subject to these Terms and Conditions. In so far as it is necessary, required by law or beyond the reasonable control of Mascom, Mascom reserves the right to vary the nature of the software/application or these Terms and Conditions, or cancel this software/application upon notice in this regard being published on www.mascom.bw or in another appropriate medium.

12. Mascom reserves the right to vary or amend any pricing or charges relating to this software/application.

13. Disclaimer: Mascom will in no event be liable for lost or interrupted data, messages, packets, or other information transmitted to or from third party networks, if the loss or interruption takes outside of the Mascom Network.

13.1 Pricing

13.2. MascomOnline App:

- Mascom Users will be able to download the MascomOnline portal software/application from the Apple iOS App store, Android Users from the Google Play Application store and Nokia users from Nokia Ovi store standard data rates apply when downloading.
- Feature phones and Smartphone Users will also be able to access the web portal using the following URL <https://online.mascom.bw>.
- No data charges may apply when using the MascomOnline portal/app.
- Roaming data charges will apply for any Access to the MascomOnline app.
- All charges / free of charge usage specified, is for local use within Botswana on Mascom network.

14. Links outside the MascomOnline App will be charged for using Mascom standard rates.

15. General

15.1 All Customers indemnify Mascom and their directors, officers, employees and agents, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever.

15.2 Mascom reserves the right, at any time, to change these Terms and Conditions and any rules relating to its products and services, and to modify its products and services at its discretion.

15.3 Mascom reserves the right at any time to modify, suspend or discontinue the services with notice, without liability to you or any third party. Mascom will under no circumstance be liable to you for any error, delay, failure or non-availability of the service, and you indemnify Mascom against any damage or loss you may sustain as a result of possession and/or use of the SIM card, Mascom network services, or any error, delay, failure or non-availability of the service. Visit www.mascom.bw regularly for notice, updates and/or changes to services.

15.4 Mascom reserves the right from time to time to vary the charges of these services as may be deemed necessary in its discretion.

15.5 See www.mascom.bw for product and services rules and updated Terms and Conditions from time to time. Any changes to rules and/or Terms and Conditions are effective from the date that they are published on the website or elsewhere in any media.