

MTN Business Self-Service Portal

Terms of Use

1. Introduction

- 1.1 MTN and the Customer have entered into or are in the process of concluding a Master Services Agreement (“the MSA”) in terms of which the Customer receives/or will receive Network Services and certain ancillary services and benefits from MTN.
- 1.2 The MTN Business Self-Service Portal is an online portal that enables Customers to access information and resources to manage and resolve issues related to Services procured from MTN (“the Portal”).
- 1.3 All standard MTN terms and conditions apply to this service (www.mtn.co.za). These Terms of Use do not amend the Service specific terms and condition but are to be read in conjunction with the standard MTN terms and conditions.
- 1.4 The words or phrases in these Terms of Use shall be deemed to have the same meaning as those ascribed to them in the MSA, standard terms and conditions and Service Orders, unless otherwise indicated.
- 1.5 Customers using the Portal agree to be bound by these Terms of Use.

2. Definitions

- 2.1 “**Super Administrator**” shall mean a user authorized by the Customer to transact and make changes to MTN services on the Portal, on behalf of the Customer. The Super Administrator can also grant access to other Administrators and End User affiliated to the Customer, to the Portal;
- 2.2 “**Administrator**” shall mean a user authorized by the Customer to transact and make changes to MTN services, on behalf of the Customer;
- 2.2 “**End User**” shall mean a user authorized by the Customer to transact and make changes to MTN services, related the end user.
- 2.3 “**Technical Infrastructure**” means the information technology and telecommunications infrastructure and systems utilised by MTN for purposes of its businesses and operations and the Portal, including (without limitation) the computer networks, hardware, software, middleware, firmware, databases, terminals and components comprising this information technology and telecommunications infrastructure and its configuration;
- 2.4 “**User**” - shall refer to Super Administrator, Administrator, or End User of the Portal;

3. General

- 3.1. MTN hereby grants the Customer a non-exclusive, non-transferable and revocable right to access and use this Portal for purposes of managing certain aspects of its dealings with MTN.

- 3.2. MTN makes no representations or warranties of any kind, express or implied about the completeness, accuracy, reliability, suitability, or availability of information on this Portal.
- 3.3. Unless specifically expressed in these Terms of Service, MTN, nor its suppliers and partners, does not provide any specific promises of the Portal.
- 3.4. In order to conduct maintenance, repairs and/or improvements on the Portal and/or the Technical Infrastructure, the provision of the Portal may be suspended from time to time. MTN shall endeavor to provide the Customer with reasonable notice on the Portal.
- 3.5. The Customer acknowledges that the content and functionality of the Portal may be changed at MTN's discretion.
- 3.6. MTN 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 or uses this service or uses any services offered via the Portal.
- 3.7. MTN shall not be held liable should the Customer rely on any information provided via the Portal, including any failure or unavailability of any of MTN's facilities or systems resulting in the inability to access this application, the Portal or process any transaction referred to or offered via the Portal.
- 3.8. MTN will make all reasonable efforts to ensure the Portal functions as best as possible, use of the Portal is on a best effort basis.
- 3.9. All intellectual property and proprietary rights, including (without limitation) copyright, patent and trademarks, whether registered or unregistered, relating in any manner to MTN shall vest in MTN, and the unauthorised use thereof is expressly prohibited.
- 3.10. The Customer or its representatives may not:
 - 3.10.1 copy, tamper with, reverse engineer, re-write and/or re-engineer this Portal or the technical infrastructure; neither may you attempt to or permit any person or entity copy, tamper with, reverse engineer, re-write and/or re-engineer this Portal or the technical infrastructure.
 - 3.10.2 perform or attempt to perform an action with the intent of introducing to MTN products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
 - 3.10.3 intentionally cause or attempt to cause a denial of service or interfere with or disrupt the Portal or networks providing the service.
- 3.11. The Customer shall ensure that all Users (Super Administrators, Administrators and End Users) that it permits to use the Portal are duly authorised to do so.
- 3.12. Notwithstanding anything to the contrary contained herein, the Customer will be held liable for all actions of any User or company they grant access to the portal.
- 3.13. The Customer absolves MTN from all liability, should a User / company breach clause 3.12 above.
- 3.14. The Customer or the Portal Users must keep their log in credentials secret and confidential.
- 3.15. The Customer shall ensure all its Users adhere to these Terms of Service.
- 3.16. The Customer is responsible and will remain wholly liable for all activities that occur under their account, regardless of whether the activities are undertaken by the Customer, its Users or any third party (including your contractors or agents); including but not limited to any billable items that are actioned in the Portal.

- 3.17 MTN reserves the right, at any time and without notice, to amend or vary or revoke the rights of use of, or access to, this Portal by the Customer's Portal Users.
- 3.18 MTN reserves the right, at any time, to change, vary, amend or replace these Terms of Use and any rules relating to the Portal and its services at its discretion. Any changes to rules and/or Terms of Use are effective from the date that they are published on the MTN website or elsewhere in any media.
- 3.19 Any personal information collected will be managed in accordance with [MTN Privacy Notice \(www.mtn.co.za\)](http://www.mtn.co.za)
- 3.20 These Terms of Use shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa.
- 3.21 By continuing to utilize the Portal, the Customer is deemed to have accepted these Terms of Use and any amendments published.