

# Consolidated Terms & Conditions

## Voice Services

### Corporate Closed User Group (CUG)

- a. Members of CUG make intra CUG calls for free.
- b. Other terms and conditions of the CUG remain the same safe for the proposed changes.
- c. The benefits shall only be enjoyed subject to the applicable CUG Rule.
- d. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.

## Data Services

### Mobile Data

#### Contract Bundles (Top Up)

- a. Although the bundles are monthly, these are top-up bundles that expire at the last day of the calendar month.
- b. There will not be a rollover of data to the following month.
- c. Since suspended customers will not be able to access their accounts unless their due debt is paid, qualifying customer will not be able to top-up for such customers.
- d. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*

#### Streaming Bundles

- a. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.
- b. The Streaming bundle is only used to stream content from Netflix and Showmax.
- c. Data contract customers will not be able to purchase the mentioned bundles.
- d. Customers may purchase more than one bundle at the same time.
- e. ADSL prepaid customer are not allowed to purchase the streaming bundle due to the limitation of the technology.

#### School Data Contracts

The intended customers shall be guided by the Terms and Conditions as attached below.

Save only for the above changes, all other terms and conditions applicable to the Data Contracts tariff shall remain unchanged.

## Fixed Data

### Fixed LTE M649 Post-paid

- a. All the terms and conditions of M649 Fixed Unlimited LTE apply as approved, safe for the above changes in the Business Rules.

### Unlimited Fixed Data Packages

- a. Migration rules: only upward migration is allowed.
- b. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.

## Campaigns

### Text Trivia (BrainBuster)

- a. Information on how to participate into the campaign and Prizes details form part of these terms and conditions.
- b. Entry is by SMS and WhatsApp ONLY.
- c. The campaign is a game of Chance. So participation makes subscribers to stand a chance to win.
- d. Winners will be randomly selected from a pool of qualifying subscribers.
- e. Winners will be announced on Social media and any other publication that ETL may deem necessary.
- f. An entry cannot be modified after it has been submitted.
- g. ETL will take all reasonable steps to identify and notify each winner in an attempt to ensure that each winner receives their Prize.
- h. If a winner cannot be identified or does not claim the Prize within one month of the date on which the winners are determined, their Prize is forfeited.
- i. By participating in the Econet Trivia Competition, entrants accept and agree to be bound by these terms and conditions.
- j. Directors and employees (and their immediate families) of Econet Telecom Lesotho or its related companies or agencies and Participating Retailers are not eligible to enter.
- k. Queries, complaints and concerns will be dealt with in terms of approved *ETL Customer Complaints Guidelines of 2013*.

- l. Subscribers can lodge complaints through ETL Call Centre at 100 or WhatsApp line at 66100100 (*this shall be included in the marketing communications for this product*).
- m. Econet Telecom Lesotho reserves the right to vary the terms or cancel the campaign at any time without liability to any entrant or other person, subject to giving the prizes that are due at that point in time.
- n. These terms and conditions will be communicated in all communications about this campaign.

### **Econet Loyalty Program**

- a. Spend is defined as amount that the subscriber spends on Bundle purchases as well as Out of Bundle usage
  - i. Self-Purchase
  - ii. Becha (purchase for others) – the beneficiary is the one to whom the spending is determined and points assigned to, not the initiator (one buying for another).
- b. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.
- c. Only Prepaid Subscribers are eligible for participation into the program.
- d. Participation is by registration (opting in).
- e. Should the Subscriber state (Lifecycle) go into termination, then ALL accumulated points fall through (number ceased to be active).
- f. Should the Subscriber reinstate their MSISDN, then they would be expected to re-opt in to the program should they wish to do so (number reactivated).
- g. Should the Subscriber wish to opt out of the program, then they would be expected to redeem ALL points instantly.
- h. Subscribers can lodge complaints at ETL Call Centre at 100 or WhatsApp line at 66100100 (*this shall be included in the marketing communications for this product*).

### **Econet Soccer Spectacular (The People's Cup 2023)**

#### **A. Campaign**

The 2023 Econet Soccer Spectacular aims to help fans stay in the game by giving the power of choice and control to the fans. Fans will need to send an SMS with the keyword of their team to a premium rated SMS short code. Each vote will cost M1.00. Alternatively, subscribers may deposit money into the Ecocash merchant account allocated to their respective teams, this money will contribute towards the vote. Each vote costs M1.

#### **B. Duration**

The Competition commences at 12:00 on 20<sup>th</sup> March 2023 and will continue until 23:59 on 16<sup>th</sup> April 2023 ("the Competition period").

C. Who May participate in the tournament

- i. To be eligible to participate, teams must be part of the Lesotho Premier League

D. How to vote

- i. SMS their team keyword to a premium rated SMS short code, or deposit money into the team's Ecocash merchant account.
- ii. ETL prepaid customers may participate in the competition via SMS voting or Ecocash deposits;
- iii. Participation in this Competition excludes employees, directors, members, partners, consultants and agents of, or any other person who, directly or indirectly controls or is controlled by the Promoter or marketing service providers of this Competition, (and the spouses, life partners, immediate family members or business partners of the people or entities listed above. This means:
  - a. The Promoter/s;
  - b. supplier/s of goods and or services in terms of this Competition; and
  - c. Promotional partners, printers, advertising and promotional agencies, professional advisors and point of sale staff employed by or contracted to, or providing goods or services of any kind, to all the people or entities listed above during the Competition period.

E. How to Enter:

- iv. During the Competition period, the voters that meet all of the criteria referred to in clause 4 above must do the following in order to see their favourite team participate in the tournament:
- v. Vote for favourite premier league team via SMS or Ecocash as specified above.
- vi. Submissions will be tallied after the closure time and announced the following day at a press conference held by Econet Telecom Lesotho, Premier League Management Committee and the Promoter.

F. The Tournament

Top 4 teams with the highest number of votes will participate in the 2-day tournament to be held in Mants'onyane Bocheletsane Stadium, the finals will be held at Setsoto Stadium

G. Participating team Prizes

ETL will commit prize money for the participating teams to the value of M300,000. Prizes will be distributed as follows:

All 4 playing teams of which

#1 = 40%,

#2 = 30%,

#3 = 15%

#4 = 15%

H. General:

- i. In the event that the winner is unable to redeem the Prize for any reason, or is disqualified for any reason, the winner will then forfeit the Prize and the second placed name will be the winner.
- ii. No portion of the Prizes are transferable and are not exchangeable for another Prize or Cash.
- iii. The winner results to determine the winners are as stipulated in the FIFA rules.
- iv. The winner must be in possession of an Ecocash account.
- v. The Promoter reserves the right to withhold the Prize until it is entirely satisfied that the claimant of the Prize is the bona fide winner and reserves the right to call for such proof as it may deem necessary including proof of identity.
- vi. The Promoter shall request that winners and partner consent in writing to their name, image and likeness being used and published by the Promoter in connection with this Competition for a period of 12 (twelve) months after they are announced as winners.
- vii. Where and when applicable, the winner shall be liable to pay any applicable tax related to the Prizes in clause 6 above.
- viii. By entering this Competition entrant signify their consent to be bound by the terms and conditions contained herein.
- ix. By entering the Competition all voters give their consent to receive various marketing and promotional material from the Promoter. Entrants will be provided with an opportunity to “Opt Out” of receiving such communications, which may be via the relevant medium that such marketing communication was received.
- x. Winners agree that it is an express condition of the Competition that in order to be eligible to redeem the Prize, the winner shall be required to sign the appropriate acknowledgement of receipt of the prize, as well as an indemnity and/or waiver of liability as reflected in these terms.

## Value Added Services

### **Faith and Devotion**

- a. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.
- b. Subscribers can lodge complaints at ETL Call Centre at 100 or WhatsApp line at 66100100 (this shall be included in the marketing communications for this service)

## Promotions

### **Next Best Offer (Voice)**

- a. Product is offered a 3-month promotion from the date of approval by the regulator.
- b. ETL reserves the right to withdraw product from the market at any time it deems it necessary to do so notwithstanding 10.1 above
- c. Bundle purchasable on \*100#, EcoCash, Self-Service portal and WhatsApp
- d. The bundles are applicable to prepaid customers only.
- e. The qualifying price plans are as follows;
  - i. GSM Buddie and its variants
  - ii. GSM Libertie
  - iii. GSM Libertie Hybrid
  - iv. GSM Lekomo
  - v. AG/V5 Lekomo
  - vi. AG/V5 Lehokela
- f. The daily minutes (Ts'oara Bohle Hohle and ETL to ETL) expire by midnight of the same day of purchase.
- g. The weekly minutes (Ts'oara Bohle Hohle and ETL to ETL) expire on the seventh day from the day of purchase.
- h. Unused benefits will be forfeited upon expiry.
  - i. The subscriber can purchase the bundle to other qualifying subscribers.
  - j. All minutes are credited upon purchase.
  - k. Multiple purchases are allowed.
  - l. Customers Complaints – All customers' complaints shall be dealt with per Customer Complaints Guidelines 2013

## **Digital Solutions**

### **eSIM**

- a. Only subscribers with e-SIM capable devices are eligible for this service.
- b. A once-off eSIM and Connection Fee of M100 will be charged for new activations.
- c. An activation eSIM QR Code Voucher ("activation QR code") will be allocated to one subscriber. The activation QR code is used for the activation of subscriber eSIM profile and must be kept confidential by the subscriber.
- d. It shall be the responsibility of the subscriber to ensure that they do not share their activation QR code with others, in any manner or form, especially before activating it on their device.

- e. Econet Telecom Lesotho is neither responsible nor liable for any such warranted or unwarranted disclosure on the part of the subscriber.
- f. An internet connection is required in order to activate the eSIM on the eSIM enabled device.
- g. The activation QR code can only be used on a single device. The activation QR code can be re-used on another eSIM enabled device, provided subscriber de-activate their profile from the former device.
- h. If the subscriber de-activates their eSIM profile from their device and wish to re-activate it, they will need to use an existing activation QR code. If they no longer have their activation QR code, they will need to obtain a new activation QR code from Econet Telecom Lesotho in order to re-activate their profile.
- i. If the subscriber wishes to do a SIM SWAP of their e-SIM, they must obtain a new activation QR Code in order to activate their eSIM profile. This process only applies if a subscriber lost or damaged their activation QR code.
- j. To switch to a new device, a subscriber shall use their activation QR code on the new device. Provided they have de-activated the eSIM profile from their existing/old device.
- k. In a case where a subscriber loses their eSIM enabled device or the eSIM enabled device is stolen and the eSIM profile is loaded on it, a subscriber will need to contact Econet Telecom Lesotho to deactivate their eSIM profile in order to prevent unauthorized use of their profile on the device.
- l. In the case of a lost or stolen device, a subscriber will only be able to reactivate their eSIM service on their new device after obtaining a new activation QR code from ETL (through *SIM swap*).
- m. Econet Telecom Lesotho reserves the right to refuse to offer this service to any customer who does not comply with the above.
- n. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.

### **EcoMart (Econet Telecom Lesotho Online Services)**

Accessing any pages on this online service implies that you agree to the following terms and conditions of use of this online service.

These terms and conditions contain provisions which appear in a similar text style to this clause in order to draw your attention to such clauses because they:

- may limit the risk or liability of the Econet Telecom Lesotho or a third party; and/or
- may create risk or liability for you; and/or
- may compel you to indemnify the Econet Telecom Lesotho or a third party; and/or'
- serve as an acknowledgement, by you, of a fact.

## 1. Disclaimer

- a. Whilst every effort has been made by Econet Telecom Lesotho (Pty) Ltd ("Econet Telecom Lesotho"), and its suppliers of information, to ensure the proper performance of this online service, the accuracy of the information/images and the reliability of the binary data on this online service, Econet Telecom Lesotho, its affiliated companies, suppliers, or any of their employees, do not, to the full extent permitted by law, guarantee the availability or accuracy of the services, content and/or information offered on this online service ("the Service/s").
- b. Econet Telecom Lesotho makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Services and the Services are thus used at your own risk. In particular Econet Telecom Lesotho makes no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.
- c. This site may contain hyper-links to third party sites. Econet Telecom Lesotho is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for your convenience and should not be construed as an express or implied endorsement by Econet Telecom Lesotho of the site(s) or the products or services provided therein. You access those sites and use their products and services solely at your own risk.

## 2. Indemnification

- a. To the full extent permitted by law, you indemnify and hold Econet Telecom Lesotho harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages which arises directly or indirectly out of a breach of the terms of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by Econet Telecom Lesotho's gross negligence or intentional misconduct.
- b. Without affecting the generality of 2.1 above, Econet Telecom Lesotho shall not be liable to you for any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to its network, termination of any licence 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 Econet Telecom Lesotho's control.

## 3. Use of services

- a. You may only use the Services for lawful purposes and you warrant that you shall not:



- i. use the Services to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;
- ii. use the Services for the transmission of "junkmail", "spam", "chain letters", or unsolicited mass distribution of SMS;
- iii. other than for your personal and non-commercial use, store on your computer, or print copies of extracts from this site, and you may not, other than for your personal and non-commercial use, "mirror" or cache information provided via this site on your own server, or copy, adapt, modify or re-use the text or graphics from this site without prior written permission from Econet Telecom Lesotho.

#### 4. Privacy policy

- a. Econet Telecom Lesotho and all its associated companies are committed to respecting the privacy of your personal data. To demonstrate its commitment, Econet Telecom Lesotho has created this Security and Privacy Statement in order to communicate its intent to provide effective processes for the appropriate handling of such private information and to comply with applicable legislation that governs the authentication, protection and disclosure of personal information.
- b. What types of information are Econet Telecom Lesotho collecting, and how do we do it  
You will be able to explore the majority of the Services offered on this site without us collecting any identifiable information from you. For the purpose of business communications, administration and transacting Econet Telecom Lesotho may collect and/or use personal information, for example: your name, address, telephone number, e-mail, current geographical location and/or account details.

This will enable Econet Telecom Lesotho to:

1. Respond to queries or requests submitted by you;
2. Process orders or applications;
3. Resolve problems with goods and services previously supplied; and/or
4. Create products or services that may meet your future requirements.

5. Econet Telecom Lesotho will use, collect, store, process, transmit or otherwise handle private information only with the knowledge and consent of you, our customer.

c. The use of Cookies

Econet Telecom Lesotho may store some information (commonly known as a "cookie") on your computer when you visit our web site. This enables Econet Telecom Lesotho to recognise you during subsequent visits. The type of information gathered is non-personal (such as: the IP address of your computer, the date and time of your visit, which pages you browsed and whether the pages have been delivered successfully. Apart from merely establishing basic connectivity and communications, Econet Telecom Lesotho may also use this data in aggregate form to develop customised services - tailored to your individual interests and needs. Should you choose to do so, it is possible (depending on the browser you are using), to be prompted before accepting any cookies, or to prevent your browser from accepting any cookies at all. This will however cause certain features of the web site not to be accessible.

d. What about the security of my personal data?

Econet Telecom Lesotho has implemented technology, policies and processes aimed at protecting the confidentiality, integrity and availability of your personal information. We will update and refine these measures on an on-going basis. Please note that Econet Telecom Lesotho cannot be responsible for the privacy policies and practices of other sites you may access using links from this Service. We recommend that you check the policy of each site you visit and that you contact that specific organisation if you have any concerns or questions. Please be aware that internet communications are inherently insecure unless they have been encrypted. Your communications may be routed through any number of countries before reaching this site. Econet Telecom Lesotho therefore assumes no responsibility or liability of any nature whatsoever for the interception or loss of personal information beyond our control.

e. Will Econet Telecom Lesotho disclose any of my personal information?

Econet Telecom Lesotho does not distribute any of your personal information to third parties; unless it's required to deliver the products or services requested by you. In addition, Econet Telecom Lesotho will not sell your personal information to third parties unless you give us your specific permission to do so. For example, we may disclose your

data to a credit card company to obtain payment for a purchase you initiated. It may also be necessary to pass on your data to a supplier who will deliver the product on order. In addition, Econet Telecom Lesotho may be obligated to disclose personal information to meet any legal or regulatory requirements of applicable laws.

f. Amendments to this Security and Privacy Statement

Econet Telecom Lesotho reserves the right to amend or modify this Security and Privacy statement at any time in response to new privacy legislation

g. Whilst your name and e-mail address which is supplied to us when registering for the Services will not automatically be made available to the recipient of your SMS, we nevertheless are able to trace the source of an SMS, and such information will be made available to the authorities if required by law.

h. Monitoring or recording of your calls, e-mails or SMS's may take place for business purposes to the extent permitted by law, such as for example quality control and training for the purposes of marketing and improving the Services. However, in these situations, we will not disclose information that could be used to personally identify you.

i. You agree that Econet Telecom Lesotho may, to the full extent permitted by law, receive or disclose your personal information, documents, detailed call records, credit profile information and/or any other credit information from or to any of Econet Telecom Lesotho's shareholders, related entities, suppliers, agents, professional advisors or any company within the Econet Telecom Lesotho for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008

5. Electronic communications

All electronic communications, including any attachments thereto that are transmitted to you by Econet Telecom Lesotho, shall be on the following terms and conditions:

a. Before any purported agreement, that has been negotiated either wholly or partly by electronic means, shall be considered binding on Econet Telecom Lesotho, the following terms and conditions shall apply:

- i. Where Econet Telecom Lesotho is acting as the offeror, the agreement shall be deemed to have been concluded at the time when and place where the acceptance of the offer was actually received by the Director so acting on behalf of Econet Telecom Lesotho, and upon such Director expressly and manually acknowledging receipt of such acceptance.
- ii. An electronic communication shall be considered to have been sent by a Director as aforesaid only if:
  1. the Director sent it personally; or
  2. it was sent by a person who had the required authority to act on behalf of the said Director.
- b. Any opinion or advice contained in electronic communications shall be subject to the terms and conditions contained in any governing agreement.
- c. Econet Telecom Lesotho is not responsible for the proper and/or complete transmission of the information contained in the electronic communication or of the electronic communication itself nor in any delay in its receipt.
- d. Whilst Econet Telecom Lesotho does employ virus filtering, it provides no guarantees or warranties that the electronic communication is virus-free.

#### 6. Intellectual property rights

You acknowledge that Econet Telecom Lesotho owns or is the licensor of the intellectual property rights in and to all Services contained herein, and that the unauthorised use thereof is expressly prohibited. The word or mark "Econet Telecom Lesotho", "EcoCash" and "EcoMart", however represented, including stylised representation, all associated logos and symbols and combinations of any of the foregoing with another word or mark, used on this site, are the trademarks of Econet Telecom Lesotho, or one of its affiliated companies.

#### 7. Password and/or One Time PIN

If you have a password or One Time PIN (OTP) you undertake to keep it secure and warrant that no other person shall use the Services utilising your password or OTP, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Service is obtained using your password or OTP, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

#### 8. Termination and variation

To the full extent permitted by law, we reserve the right to alter, restrict and/or terminate the Services to you in particular, or to the public in general, without notice or reason, or to revise these terms and conditions, and/or the prices at which the Services are offered, at any time. Such changes will be posted on this site and will be deemed to have been accepted by you if you continue using the Services. The obligation therefore is on you to review these terms and conditions at regular intervals.

## 9. General

- a. These terms and conditions will be governed by and construed in accordance with the laws of Lesotho, and you shall submit to the jurisdiction of the Courts of the Kingdom of Lesotho.
- b. 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.
- c. 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.
- d. These terms and conditions, as varied by us from time to time pursuant to clause 8, above constitute the sole agreement between you and Econet Telecom Lesotho.

## Reverse Billing

- a. The service shall be offered in line with *Terms and Conditions for Econet Telecom Lesotho Enterprise Reverse Billed URL services*.
- b. Queries, complaints and concerns will be dealt with in terms of approved *Customer Complaints Guidelines of 2013*.

SMS Products

**SMS Subscription**

- a. All notification messages will have clear description about product, charges, and validity, activation and deactivation modes.
- b. Queries, complaints and concerns will be dealt with in terms of approved Customer Complaints Guidelines of 2013.
- c. Subscribers can lodge complaints at ETL Call Centre at 100 or WhatsApp line at 66100100 (this shall be included in the marketing communications for this service).