

Specific Terms & Conditions

TVL Mobile Prepaid WAO Internet

Description

The Specific Terms and Conditions apply to all TVL prepaid customers wishing to subscribe to the Mobile Prepaid Wao Internet.

The tariffs and services mentioned in these Specific Terms & Conditions for TVL Mobile Prepaid Wao Internet replace and cancel from 7th July 2015 the previous tariffs and services for TVL Prepaid Data Mobile Plan. Customers subscribing to the service agree to the following Specific Terms and Conditions regarding the appropriate plan(s).

Terms & Conditions

1. Incorporation by reference

- a. The Customer shall be bound by and shall fully observe and comply with the TVL General Terms.
- b. In addition to the TVL General Terms, the Customer shall be bound by the following Terms and Conditions for Mobile Prepaid Wao Internet Plan(s) (the "Specific Terms").

2. Definitions and Interpretation

- a. In these Specific Terms, the following words and expressions shall have the following meanings:

Customer means any person who applies for or subscribes for or uses the Service.

General Terms means TVL's General Terms and Conditions of Service. Details at <http://www.tvl.vu/> or at any TVL shop.

Mobile Device means any mobile handset, modem, router, and/or any other equipment which the Customer will use the Service with.

Mobile Prepaid Wao Internet Plan means the provision of wireless Internet access through TVL's mobile network.

Validity Period means the validity period for which the Customer subscribes for the Service and can enjoy his/her data package.

Prepaid Customer means any Customer subscribing to the Service on a prepaid basis, that is, the Customer is paying his bill in advance.

Service means the Mobile Prepaid Wao Internet Plan(s) provided by TVL.

- b. The words and expressions used in these Specific Terms that are defined in the General Terms, but are not defined in these Specific Terms, shall have the same meanings as defined in the General Terms, unless the context otherwise requires.

Short Code means access code as published by TVL.

3. Eligibility

- a. Only TVL Prepaid Mobile Customers.

4. The Offer

- a. The Customer can choose amongst the different data packages available as defined in Mobile Prepaid Wao Internet plan(s) service selected by the Customer.
- b. A customer may subscribe to one of those following Plan(s):
 - i. 30Mb for VT 50 (vat incl.) with a valid period of 24 hours.
 - ii. 50Mb for VT 100 (vat incl.) with a valid period of 24 hours with free facebook.
 - iii. 100Mb for VT 200 (vat incl.) with a valid period of 7 days from date of subscription earning free 50Mb and free facebook.
 - iv. 200Mb for VT 500 (vat incl.) with a valid period of 7 days from date of subscription earning free 200Mb and free facebook.
 - v. 500Mb for VT 1,500 (vat incl.) with a valid period of 7 days from date of subscription earning free 500Mb and free facebook.
 - vi. 1000Mb for VT 3,000 (vat incl.) with a valid period of 30 days from date of subscription, earning free 1000Mb and free facebook.
 - vii. 3000Mb for VT 7,000 (vat incl.) with a valid period of 30 days from date of subscription earning free 2000Mb and free facebook.

- b. Access to Facebook

- (i) Customers can access Facebook either through the URL m.facebook.com or directly to the Facebook mobile app on smartphones.
 - (ii) The free Facebook will be available only during the validity period of the plan subscribed to by the customer. With the free facebook the customer shall be allowed to do the following only:
 - a) Check notifications/events
 - b) Update my status
 - c) Send private messages (chat)
 - d) Add new friends
 - e) Write on my friends' walls
 - f) View photos and albums.
 - (iii) Access to external links such as youtubes, uploading pictures, videos, facebook messenger call or if you move away from your m.facebook, data will be deducted from your data package or charged at standard rate.
- © In the event the Customer has used up all his /her subscribed MB for Mobile Prepaid Wao Internet Plan before the validity ends he/she may still be able to access free facebook until the validity period expire.
- (d) Where the customer uses all his/her MB subscribed for before the activation of the free MB segment at 00.00 am to 6.00 am and he/she subscribes for a new package, the customer will not benefit from the free MB for the prior subscription.
 - (e) The free internet plan shall only be activated for the customer's use between 00.00 am to 6.00 am.

5. Registration of Service

- a. The Customer must send an SMS to a Short Code or visit a TVL shop. The Customer will receive a confirmation message by SMS that the subscription has been activated. Validity begins upon activation. For different data packages on offer the TVL Prepaid Customer must send free SMS to 183 short code as follows:
 - i. Text "**BUY 30**" to 183 for 30Mb at VT 50 (vat incl.) with a valid period of 24 hours.
 - ii. Text "**BUY 50**" to 183 for 50Mb at VT 100 (vat incl.) and will be credited with Free facebook, with a valid period of 24 hours.

- iii. Text “**BUY 100**” to 183 for 100Mb at VT 200 (vat incl.) and will be credited with free 50Mb and free facebook, with a valid period of 7 days from date of subscription.
- iv. Text “**BUY 200**” to 183 for 200Mb at VT 500 (vat incl.) and will be credited with free 200Mb and free facebook, with a valid period of 7 days from date of subscription.
- v. Text “**BUY 500**” to 183 for 500Mb at VT 1,500 (vat incl.) and will be credited with free 500Mb and free facebook, with a valid period of 7 days from date of subscription.
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- vi. Text “**BUY 1000**” to 183 for 1000Mb at VT 3,000 (vat incl.) and will be credited with free 1000Mb and free facebook, with a valid period of 30 days from date of subscription.
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- vii. Text “**BUY 3000**” to 183 for 3000Mb at VT 7,000 (vat incl.) and will be credited with free 2000Mb and free facebook, with a valid period of 30 days from date of subscription.

6. Restriction

- a. When the customer uses up all his/her data allowance in his/her Mobile Prepaid Wao Internet Plan before the end of the Validity of the plan, the plan remains activated.
- b. The customer can subscribe to up to 2 Mobile Prepaid Wao Internet Plan at the same time.
- c. The Customer who have subscribed to 2 Mobile Prepaid Wao Internet Plan that still remains activated, need to cancel one of his/her previous terminated plan.
- d. In the event that the customer wants to cancel a Mobile Prepaid Wao Internet Plan, he must send “STOP” + the number associated to the package. For instance, to cancel the 50Mb package, the customer should send “STOP 50”.
- e. If a Mobile Prepaid Wao Internet Plan with remaining data is canceled, no refund will be made. It is customer’s responsibility to ensure that no data remain in his plans and that he validates the appropriate Mobile Prepaid Wao Internet Plan wanted.

7. Termination

In the event that the Customer terminates the Service prior to the validity period, no refund will be made.

In the event that the customer uses all mobile data allowance of his/her Mobile Prepaid Wao internet Plan before the expiry of the Validity Period, the customer will be able to apply for or subscribe for any other Mobile Prepaid Wao Internet Plan at any time.

8. Use of Service

- a. The Service is a best effort service and no guarantee will be made regarding the speed of access.
- b. Any unused parts of the Mobile Prepaid Wao Internet Plan during the subscription period will not rollover.
- c. The customer can check his/her Mobile Prepaid Wao Internet Plan balance at any time either by SMS or dialling *183#:
 - i. Text "QUERY" to 183
 - ii. Dial *183#, press the button 2 to access your Mobile Prepaid Wao Internet Plan balance.
- d. The Customer acknowledges and agrees that he/she shall not use the Service in any manner which may adversely affect TVL Mobile's network, or other Customers' use of the Service and/or any service provided to such Customers, as TVL may reasonably determine.

9. Fees and Charges

- a. Any usage beyond the capped volume of data will be charged at the current Pay As You Go tariff.
- b. The customer can be ensured not to use data outside his/her Mobile Prepaid Wao Internet Plan by texting for free "BLOCK" to 183.

10. Consent to Use and Disclose Information and Data

The Customer agrees that TVL shall be entitled to use or disclose any information or data disclosed by the Customer. The Customer is entitled to withdraw such consent from time to time.

11. TVL Rights Reserved

- (a) TVL reserves the right to alter, modify, add to or otherwise vary these Specific Terms and Conditions from time to time by notice to the Customer in such manner as TVL deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Service after such notice, the Customer shall be deemed to have accepted the amendments.