

Specific terms and conditions for Deezer

1.0 Definition

In these Specific Terms and Conditions, the following words and expressions shall have the following meanings:

“Access Code” means the code assigned by MT Companies to access the Service

“Customer” means any subscriber who has subscribed to the Service

“Cellplus” means Cellplus Mobile Communications Ltd

“Deezer” means brand name for the Service described at clause 2.0

“General Terms”: means TP or Cellplus or MT General Terms and Conditions as appropriate;

“Login” means the email address and password submitted by the Customer during registration to the Service

"Minimum Subscription Period" means a period of twelve (12) months or such other period as may be stipulated by TP or MT;

“MT” means Mauritius Telecom Ltd;

“MT Companies” means MT, Cellplus or TP

“Service” means the provision the music streaming service at the address www.deezer.com;

“TP” means Telecom Plus Ltd

The words and expressions used in these Specific Terms which 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.

2.0 Service description

2.1 The Customer shall access the Service at the address <http://www.deezer.com> which offers unlimited access to music of different genre.

2.2 Access to the Service is strictly subordinate to the acceptance without any reserve to the terms and conditions provided on the website address <http://www.deezer.com>.

3.0 Access to the service

- 3.1 To access the Service, the Customer must have a valid subscription to either ADSL service of at least 1Mbps download speed offered by TP, MyT service offered by MT or Mobile Internet package offered by Cellplus for the Minimum Subscription Period.
- 3.2 The Service shall provide access to the following contents: Album, Artist, Comment, Editorial, and any other contents displayed on <http://www.deezer.com> from time to time.

4.0 Use of access codes

- 4.1 Access Codes for the Service will be assigned by MT Companies to the Customer to access the Service.
- 4.2 The Customer shall be responsible for the protection of the secrecy of the Access Code assigned to him and the Login at all times and shall ensure that same is not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. In the event that the Customer reveals or discloses the Access Code or Login to any person, the Customer shall be fully responsible for use of the Service.
- 4.3 The Customer shall be fully responsible and liable at all times for any loss or damage arising out of any use or misuse of his Access Codes and Login.
- 4.4 MT Companies reserve the right to suspend the Access Codes to the Service any time if MT Companies reasonably believe or suspect that there is or is likely to be a breach of security or suspicion of fraud.
- 4.5 The Customer's continued use of the Service shall constitute acceptance to the Service.

5.0 Access to Facebook

- 5.1 Mobile internet users with Deezer packages can benefit from free 0.facebook. Only the URL 0.facebook.com is free i.e. connecting to a Facebook account using 0.facebook.com is at no charge to the customer. 0.facebook is a light weight version of m.facebook and faster streaming text-only site. Viewing photos on 0.facebook is just one click away and will incur data charges
- 5.3 Connecting to your Facebook account using www.facebook.com or m.facebook.com or touch.facebook.com or through facebook apps shall be deducted from your allocated data package or shall be billed at the prevailing rates if you have exceeded the data package

6.0 Charges

The Customer agrees to pay all charges for the Service to MT Companies as per the price list in the application form.

7.0 Term

7.1 The Customer shall not terminate the Service until after the expiry of the Minimum Subscription Period.

7.2 In the event that the Service is terminated before the expiry of the Minimum Subscription Period by the Customer for any reason whatsoever or by MT Companies as a consequence of any breach by the Customer of any of the obligations or duties of the Customer, then notwithstanding any provision to the contrary in the General Terms, then, the Customer shall pay MT Companies a penalty fee equivalent to the remaining months during the term of the agreement.

8.0 General

The Customer shall be bound by and shall fully observe and comply with all the General Terms as well as such other terms and conditions as may be agreed or accepted by the Customer. The rights and protections conferred on MT Companies under these Specific Terms shall be additional to the rights and protections conferred on MT Companies under the General Terms and any other terms and conditions agreed or accepted by the Customer.