

myt AI Cloud- Beta Version

Terms and Conditions of Service

INTRODUCTION AND ACCEPTANCE

These Beta Terms and Conditions of Service (the “**Beta Terms**”) govern access to, registration for, and use of the beta release of the myt AI Cloud platform (the “**Service**” or “**Platform**”). They constitute a binding agreement between Mauritius Telecom Ltd, a company incorporated in Mauritius (BRN C06006834, registered office 18th floor, Telecom Tower, Edith Cavell Street, Port Louis, Republic of Mauritius) (hereinafter referred to as “**MT**”, “**we**”, “**us**” or “**our**”) and the individual or legal entity that registers for, accesses or uses the Service (hereinafter referred to as “**you**”, “**your**” or the “**Customer**”).

A By ticking the acceptance box, by creating an Account, by generating an API Key, or by otherwise accessing or using the Service, you acknowledge that you have read, understood and agreed to be bound by these Beta Terms and by the documents they incorporate, and you undertake to comply with them. If you enter into these Beta Terms on behalf of a company, organisation or other legal entity, you represent and warrant that you have the authority to bind that entity, in which case “you” and “Customer” shall refer to that entity. If you do not agree to these Beta Terms, you shall not access, register for or use the Service. The Service is made available as a beta release, and clause 2.7 applies to your access and use throughout the Beta Period. These Beta Terms are delivered digitally. Your electronic acceptance of them is valid and legally binding.

B. These Beta Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. These Beta Terms incorporate by reference the Mauritius Telecom Privacy Policy, the applicable Provider Policies, and the applicable Model Licences. The acceptable-use requirements are set out in clause 9. In the event of any conflict or inconsistency, the order of precedence in clause 30.2 shall apply.

C. MT may require you to re-accept these Beta Terms, or any updated version of them, as a condition of your continued access to or use of the Service. These Beta Terms may be varied in accordance with clause 27, and the version in force shall be published on the Platform.

D. These Beta Terms apply to all categories of Customer admitted to the beta, wherever located, including Consumers, Business Customers and International Customers. Additional provisions applicable to particular categories of Customer are set out in clause 4 and apply in addition to, and not in substitution for, the remainder of these Beta Terms.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Beta Terms, the following definitions apply:

Acceptable Use Policy means the acceptable-use requirements set out in clause 9, as updated by MT from time to time.

Account means the account that you register in order to access and use the Service.

Affiliate means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with, that party, where “control” means the ownership of more than fifty per cent (50%) of the voting rights or the ability to direct the affairs of the entity.

Aggregated Data means data that has been de-identified, anonymised and/or aggregated so that it does not identify, and cannot reasonably be used to identify, you or any individual.

API means the application programming interface(s) made available by MT for the Service.

API Key means the credential(s) issued through the Platform in order to authenticate calls made to the API.

Applicable Law means all laws, statutes, regulations, regulatory requirements, codes and binding guidance applicable to a party, to these Beta Terms or to the use of the Service, in Mauritius and, where relevant, in any other jurisdiction from which the Service is accessed.

Authorised User means any individual (including an employee, contractor or agent of a Business Customer) who is permitted to access and use the Service under your Account.

Beta Period means the period described in clause 2.7.1.

Business Customer (or **B2B**) means a Customer that is a business, organisation or other legal entity that uses the Service in the course of its trade, business, profession or institutional activities.

Confidential Information means all information, in any form, disclosed by or on behalf of one party to the other that is marked or reasonably understood to be confidential, including the Service's non-public features, security information, and business, technical or financial information.

Consumer (or **B2C**) means an individual Customer who uses the Service otherwise than in the course of a business.

Credits means the promotional usage allowance recorded in your Wallet, issued by MT without charge under clause 6 and used to measure and meter your usage of the Service.

Customer Data means all data, content and materials that you or your Authorised Users submit to, or generate through, the Service, including Inputs and Outputs.

Documentation means the guides, technical documentation and usage policies for the Service that MT publishes or makes available from time to time.

End User means an individual who uses a product or service that a Business Customer makes available using the Service.

Force Majeure Event means any event or circumstance beyond the reasonable control of a party, as further described in clause 24.

General Availability means the general availability of the Service announced by MT in accordance with clause 2.7.5.

Input means any prompt, instruction, file, data or other content that you submit to a Model through the Service.

Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trade marks, trade names, database rights, design rights, know-how, trade secrets, and all other intellectual-property rights, in each case whether registered or unregistered and including all applications and rights to apply for the same.

International Customer means a Customer that is resident, domiciled, incorporated or established outside Mauritius, or that accesses or uses the Service from outside Mauritius.

Model means an artificial intelligence model made available through the Service from time to time, including text, speech, vision and other model families.

Model Licence means the licence and acceptable-use terms of a Model's developer that apply to that Model, including open-weight model licences.

Model Provider means a third party that develops, hosts, routes or otherwise supplies a Model or an inference capability accessed through the Service.

MT Group means Mauritius Telecom Ltd and all its subsidiaries including Cellplus Mobile Communications Ltd.

Output means the content generated by a Model in response to an Input.

Platform means the myt AI Cloud platform described in clause 2, also referred to as the Service.

Playground means the in-Platform interface that allows Models to be tested without coding.

Provider Policies means the usage, acceptable-use and data policies of the Model Providers, as updated from time to time.

Restricted Jurisdiction means any country, territory or region that is subject to comprehensive sanctions or embargoes, or in or to which the provision of the Service, of any Model or of any Output is prohibited or restricted by Applicable Law, by any applicable export-control or sanctions regime, or by the requirements of a Model Provider or a Model Licence, as identified by MT from time to time.

Security Incident means a breach of security leading to the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to, Customer Data.

Service means the beta release of the myt AI Cloud platform and all related features described in clause 2.

Token means the unit by which the volume of Inputs and Outputs processed by a Model is measured, corresponding to a fragment of text or other content as determined by the tokenisation method applied by or in respect of the relevant Model.

Wallet means the facility within the Platform in which your Credits are recorded.

2. THE SERVICE

2.1 The Service is a multi-tenant, self-service Model-as-a-Service platform that enables you to discover Models through a catalogue, to test Models in the Playground, to generate and manage API Keys, to integrate Models into your own applications, to view your usage on a dashboard and, where the Platform permits, to manage Authorised Users, teams and projects.

2.2 Outputs are produced by Models that are operated by Model Providers and/or, in the case of any Model identified in the catalogue as an MT Model, by MT or on its behalf. In respect of third-party Models, MT principally provides the access, management and control layer for the Service. Inference, routing and the tracking of usage may be performed by external components and by Model Providers.

2.3 MT may, from time to time, develop, enhance, modify or otherwise change the Service, the Models and their features and functionality. MT does not warrant or guarantee that any particular Model, feature or functionality will be provided, will continue to be provided, or will remain unchanged.

2.4 The Service is provided on a shared, multi-tenant basis. MT may set, and vary, technical parameters, limits and configurations applicable to the Service.

2.5 You are responsible for procuring and maintaining, at your own cost, the equipment, software, systems, connectivity and telecommunications services necessary to access and use the Service, and for ensuring their compatibility with the Service.

2.6 Your use of the Service shall be in accordance with the Documentation. MT may update the Documentation from time to time.

2.7 Beta status and General Availability

2.7.1 The Service is a beta release for evaluation and testing. The “Beta Period” runs from the initial release date until the date of General Availability.

2.7.2 MT may admit, waitlist, or remove any beta participant, and limit quotas or capacity, at its sole discretion and without liability.

2.7.3 Features may be incomplete or operate with issues. No service levels (SLAs) apply during the Beta Period.

2.7.4 MT may reset or delete content, configurations, and Credits during the Beta Period. You are responsible for backing up your own Inputs and Outputs.

2.7.5 Upon General Availability: (a) these Beta Terms terminate; (b) continued use is subject to the standard commercial terms; (c) unless notified otherwise, Accounts and data will carry over; and (d) unused free Credits may be adjusted or lapsed without compensation.

2.7.6 MT may designate specific models or features as preview or early-access, subject to additional terms.

2.8 Playground. The Playground is provided for testing convenience. MT may modify, suspend or withdraw the Playground, in whole or in part, at any time.

3. ELIGIBILITY AND ACCOUNTS

3.1 Capacity to contract

3.1.1 You shall have the legal capacity to enter into a binding contract.

3.1.2 In order to register an Account, you must be at least 18 years of age and have the legal capacity to enter into a contract. Individuals under the age of 18 may access and use the Service (including the Playground) solely under the active supervision and with the express permission of a parent or legal guardian. In such cases, the parent or legal guardian must register the Account and explicitly agrees to be bound by these Beta Terms, assuming full joint and several liability for all activities, conduct, and compliance of the minor on the Platform.

3.2 represent and warrant that your Account registration information is accurate and current. MT reserves the right to suspend or close accounts containing false or misleading information.

3.3 Sign-in is conducted via email and a one-time passcode (OTP). You shall keep your credentials, OTPs, and API Keys strictly confidential and are responsible for all acts and omissions occurring under your Account or through your API Keys. You must notify MT immediately of any unauthorized use or compromise.

3.4. You shall not share your Account, sell, transfer, or sub-license access to the Service, except as permitted for your designated Authorised Users.

3.5 A Business Customer is fully liable for all acts and omissions of its Authorised Users as if they were its own.

3.6 MT may carry out identity and eligibility checks and require proof of business or institutional status.

3.7 You must keep your registered email and mobile number up to date. Notices sent to your registered email are deemed received.

4. CUSTOMER CATEGORIES

4.1 Consumers (B2C): A Consumer is an individual Customer who uses the Service otherwise than in the course of a business.

4.2 Business Customers (B2B): A Business Customer shall be responsible for its Authorised Users, and for all acts and omissions of any person using the Service under its Account, in accordance with clause 3.5.

4.2.1 End Users: If a Business Customer makes the Service or Outputs available to its own End Users, it shall bind them to terms at least as protective of MT as these Beta Terms (including the Acceptable Use Policy and the AI disclaimer at clause 11), procure their compliance, and remain fully liable for their use.

4.3 International Customers: If you access the Service from outside Mauritius: (a) You do so on your own initiative and must ensure compliance with your local laws; (b) MT makes no warranty that the Service, Models, or Outputs are appropriate or lawful outside Mauritius; (c) Your Customer Data will be processed in Mauritius and potentially in the locations of Model Providers outside Mauritius; (d) You contract with MT under Mauritian law in accordance with clause 29; (e) The English version of these Beta Terms prevails; (f) You must comply with clause 28, avoid Restricted Jurisdictions, and prevent export breaches; (g) You are responsible for local data-transfer, localization, or registration rules as data controller; (h) MT may restrict geographic access at its discretion, and accessibility does not imply local legality; and (i) Mandatory local consumer-protection rights apply only to the extent they cannot be contractually excluded.

4.4 Educational Institutions and Students: Schools, universities, or research institutions register as Business Customers and are responsible for their Authorised Users (including students and staff) under clauses 3.5 and 4.2. During the Beta Period, all Authorised Users must be at least 18 years of age, in accordance with clause 3.1. You are solely responsible for complying with your institution's academic-integrity and research-ethics rules, and the MT Group is not liable for any academic or disciplinary consequences.

4.5 Category Determination: MT may determine your customer category, require evidence of status, and reassign you if appropriate. You must notify MT immediately if your category changes (e.g., if you begin using the Service for business).

5. ACCESS AND CONSUMPTION

5.1 Registration and platform access are provided free of charge during the Beta Period. No subscription or platform fees apply.

5.2 Usage is metered and applied against your Credits at the per-Model rates shown in the catalogue at the time of use.

5.3 Promotional Credits and usage quotas are provided at MT's sole discretion and may be modified, limited, or withdrawn at any time.

5.4 This agreement is supported by mutual covenants; the absence of monetary fees during the Beta Period does not render these Terms unenforceable.

5.5 You are responsible for all credit consumption occurring under your Account or via your API Keys.

5.6 Consumption is measured in Tokens or units specified in the catalogue. MT makes no representation that any amount of Credits is sufficient for any specific volume of use.

6. WALLET AND BETA CREDITS

6.1 Wallet Usage: The Wallet records your Credits. During the Beta Period, all Credits are issued by MT without charge (see Clauses 6.2 and 6.3). No facility exists to purchase Credits, fund the Wallet, or convert Credits into money.

6.2 Initial Grant: Upon registration, your Wallet balance is nil. You may redeem the initial grant by verifying a mobile number via one-time passcode. This is limited to one grant per Customer and verified number; MT may withhold or reverse Credits obtained through fraud, duplicate accounts, or abuse.

6.3 Further Grants: You may request additional Credits via the Platform. Grants are at MT's sole discretion. MT may decline or disregard any request without liability or reason, and no previous grant creates an entitlement. Grants may be subject to additional conditions.

6.4 Nature of Credits: Credits are a promotional usage allowance. They have no cash/monetary value, are non-transferable, and cannot be refunded or exchanged. Credits are denominated in USD for measurement purposes only. They may expire, be reset, or be deleted as per Clause 2.7.4.

6.5 Draw-down: Credits are drawn down at the time of consumption. MT may decline requests if the balance is insufficient; deficits may be carried forward. The Platform balance display may not reflect usage in real-time.

6.6 Balance Exhaustion: MT will use reasonable endeavours to notify you via email or the Platform when the balance is low or exhausted. Failure to notify incurs no liability. Metered features suspend automatically upon exhaustion; this is not a breach, service failure, or termination, and does not affect Account access.

6.7 Records: Barring manifest error, MT's logs constitute prima facie evidence of usage and balance draw-down.

6.8 Adjustments: MT may correct Credits recorded, granted, or drawn down in error.

6.9 Inactivity: If there is no sign-in or consumption for 60 continuous days, MT may—following reasonable endeavours to contact you and providing 30 days to respond—close your Account and lapse unused Credits.

6.10 Closure: Upon Account closure or termination of these Beta Terms, all unused Credits lapse without compensation (subject to Clause 2.7.5(d)). Nothing here limits rights that cannot be excluded by law.

7. NO FEES AND BILLING DURING THE BETA PERIOD

7.1 No payment or billing facility is enabled on the Platform during the Beta Period. Unless otherwise agreed in writing between you and MT, no fees, charges or other amounts are payable to MT for access to or use of the Service during the Beta Period, and MT shall not issue any invoice or bill in respect of beta usage. Any such separate written agreement shall prevail over these Beta Terms in accordance with clause 30.2.

7.2 If MT introduces any paid feature, plan or payment facility, it shall do so at or after General Availability, under terms published in accordance with clauses 2.7.5 and 27 and requiring your acceptance. Nothing in these Beta Terms obliges you to purchase anything, and no payment obligation shall arise from your beta usage alone.

8. FAIR USE

8.1 MT may apply rate limits, quotas, concurrency limits, and other technical restrictions, in order to protect the Service, to ensure fair use among Customers, and to comply with the requirements of Model Providers, and may vary them at any time.

8.2 You shall not, and shall not permit any other person to:

- (a) place an excessive or abusive load on the Service;
 - (b) circumvent, or attempt to circumvent, any limit, quota or security measure;
 - (c) use any automated means to access or extract data beyond what the API is designed to return;
- or

(d) use the Service, or any Output, to train, develop, improve or benchmark a competing artificial-intelligence model, or for publication of benchmark results, except with MT's and the relevant Model Provider's prior written consent.

9. ACCEPTABLE USE

9.1 Lawful Use: You shall use the Service lawfully and responsibly, and shall comply with these Beta Terms, all Applicable Law, the Provider Policies, and the applicable Model Licences (which flow down to you and which MT may update from time to time). This clause 9 constitutes the Acceptable Use Policy.

9.2 Prohibited Uses: You shall not, and shall not permit any Authorised User, End User, or other person to, use the Service for any purpose that is unlawful, infringing, harmful, or otherwise prohibited by these Beta Terms, the Provider Policies, or any Model Licence, including, without limitation, to:

- **Illegal, Harmful & Child-Safety:** Do anything unlawful under the laws of Mauritius or any other Applicable Law; or create, request, generate, store, or distribute child sexual abuse material or content that sexualizes or endangers a minor (subject to a zero-tolerance policy; will be blocked and reported to authorities).
- **Terrorism & Violence:** Promote or support terrorism, violent extremism, or incite violence, hatred, or unlawful discrimination.
- **Safety-Critical & Weapons:** Obtain, develop, or provide instructions to create weapons (including CBRN weapons or explosives) or otherwise cause death, serious injury, or mass harm.
- **Cyber-harm:** Develop, deploy, or facilitate malware, ransomware, exploits, or phishing; gain unauthorized access to any system, network, or data; or engage in activity breaching the *Cybersecurity and Cybercrime Act 2021*.
- **Fraud & Information Integrity:** Engage in fraud, scams, impersonation, deepfakes, disinformation, election/campaign disruption, or generate fake reviews or spam.
- **Privacy & Surveillance:** Process personal data unlawfully (including special categories under the *Data Protection Act 2017*), dox individuals, perform biometric identification without a lawful basis, or conduct covert surveillance, tracking, or stalking.
- **Intellectual Property:** Infringe any person's Intellectual Property Rights or misappropriate trade secrets or confidential information.
- **High-Risk Decisions:** Provide medical, legal, financial, or other regulated advice without qualifications, disclaimers, and human oversight; make automated eligibility/critical decisions (employment, credit, housing, etc.) without human review; operate safety-critical systems; or use Outputs for solely-automated decisions producing legal or significant effects.
- **Harm & Adult Content:** Generate content promoting self-harm, suicide, eating disorders, or non-consensual intimate content.
- **Platform Integrity:** Circumvent rate limits or security measures; conduct unauthorized security testing; engage in prompt injection to subvert or extract Model instructions; resell/reroute raw APIs; or use Outputs to train competing models where prohibited by the Model Provider.

9.2.1 Non-Exhaustive Nature: These categories are illustrative and not exhaustive. MT may determine, acting reasonably, whether any use of the Service breaches this clause 9.

Shared Responsibility Model:

9.3.1 Principle: The Service operates on a shared responsibility model. This clause 9.3 records how responsibility is allocated between MT and you, and forms part of the Acceptable Use Policy.

9.3.2 MT Manages: (a) operating the Platform's access, management, and control layer; (b) security of Platform infrastructure under MT's control, in accordance with clause 16.1; (c) sign-in and verification mechanisms; (d) metering usage and keeping Wallet and usage records; and (e) making applicable Provider Policies available where practicable, in accordance with clause 12.2.

9.3.3 You Manage & Remain Responsible For: (a) credentials, OTPs, and API Keys, including safekeeping, least-privilege scoping, rotation, and revocation, in accordance with clauses 3.3 and 16.2; (b) accuracy and lawfulness of Inputs and prompts; (c) design, security, testing, deployment, and operation of applications built using the Service (including application-level security and logging); (d) validation and human review of Outputs before use or reliance, in accordance with clause 11; (e) supervising and binding Authorised Users and End Users, in accordance with clause 4.2.1; (f) implementing appropriate safeguards, filtering, and human review; (g) compliance with Provider Policies and Model Licences (including attribution or retention requirements); (h) not deceptively representing AI outputs as human-generated; and (i) keeping your own backups of Inputs, Outputs, and Customer Data.

9.3.4 No Transfer of Responsibility: No assistance or measure provided by MT shall transfer to MT any responsibility allocated to you under this clause 9.3, and nothing in this clause 9.3 limits clauses 16, 21 and 22.

Voice & Audio Features: If the Service includes speech, voice-generation, or voice-cloning features, you shall: (a) Not create synthetic voices of any identifiable individual without their express, documented consent (retained and produced to MT on request); (b) Not use features for impersonation or rights infringement; (c) Ensure a lawful basis and necessary consents under the Data Protection Act 2017 for any voice recordings or voiceprints submitted; (d) Acknowledge MT may refuse, limit, suspend, or disable voice features at any time. This clause 9.4 forms part of the Acceptable Use Policy.

10. CUSTOMER DATA, INPUTS AND OUTPUTS

10.1 You retain all right, title, and interest in your Inputs and Customer Data. You are responsible for ensuring they, and your use of Outputs, are accurate, lawful, and appropriate.

10.2 You grant MT and its Model Providers a worldwide, non-exclusive, royalty-free licence to host, store, reproduce, process, transmit, and display your Inputs and Customer Data solely to provide, secure, maintain, support, and improve the Service, and to comply with Applicable Law.

10.3 You must evaluate the accuracy and suitability of Outputs before relying on them.

10.4 Outputs are probabilistic and may not be original, copyrightable, or unique to you. You are responsible for ensuring your use or commercialization of any Output does not infringe third-party rights.

10.5 MT does not use your Inputs or Outputs to train or improve Models, unless necessary to provide the Service or agreed in writing. Any differing Model Provider policies will be disclosed under clause 12.2.

10.5.1 MT and Model Providers may temporarily retain Inputs/Outputs and log metadata to prevent abuse, ensure security, and comply with law (this does not constitute model training).

10.5.2 MT may generate and use Aggregated Data for any lawful purpose, including operating, analyzing, and improving the Service.

10.6 You warrant that you maintain all necessary rights, consents, and lawful bases for your Inputs and Customer Data (including personal data), and that your usage complies with Applicable Law.

10.7 Both parties shall comply with the Data Protection Act 2017 in their respective processing roles. MT's data practices are detailed in the Privacy Policy, which is supplemented and governed by the Data Protection Act 2017.

10.8 If you build applications using the Service, you act as the sole data controller under the Data Protection Act 2017. You are entirely responsible for compliance, including conducting any required Data Protection Impact Assessments (DPIAs) before processing begins. MT has no liability or role in these regulatory obligations.

11. AI DISCLAIMER

Outputs are generated by artificial intelligence and may be wrong. Outputs may be inaccurate, incomplete, out of date, biased, offensive or misleading, and do not represent the views of the MT Group. The Service does not constitute, and is not a substitute for, professional advice (including legal, financial, medical, engineering, tax or other regulated advice), and no professional, advisory or fiduciary relationship arises between you and any member of the MT Group as a result of your use of the Service. You shall independently verify Outputs before relying upon them, and you are solely responsible for any decision made, or action taken, on the basis of an Output.

11.1 You shall not present any Output as human-generated in any manner that is deceptive, and you shall comply with all Applicable Law and disclosure requirements relating to AI-generated content.

11.2 You shall implement appropriate human review, testing and safeguards in any product or application that you build using the Service, in proportion to the risk of the relevant use case, and you assume the entire risk arising from your reliance on, and use of, Outputs.

11.3 Inputs and Outputs may be screened, filtered, redacted, or blocked by automated safety and abuse-prevention systems (which may use AI). These are protective measures only, may produce false positives/negatives, and do not guarantee anonymization, compliance, accuracy, or safety. You remain solely responsible for your inputs, outputs, and safeguards under clause 11.2, and the MT Group incurs no liability for any blocking, redaction, or non-delivery of content, or for any failure of these systems to detect or filter content.

12. THIRD-PARTY MODELS

12.1 The Service enables access to third-party Models. Your use of a Model is subject to the relevant Provider Policies, which MT may pass through and update, and with which you shall comply.

12.2 MT operates an access and routing layer. The MT Group is not liable for how Model Providers handle your Inputs or Outputs (including model training). Because provider policies vary, MT shall, where practicable, make them available in accordance with clause 12.2 so you can choose which Models to use.

12.3 Model Licences. Model use is subject to its specific Model Licence and acceptable-use terms (which may govern attribution, restrict derivatives, prohibit training competing models, or require separate licenses). You shall comply with these terms, which MT may pass through and enforce. This clause 12.3 applies equally to any Model identified as an "MT Model" derived from or incorporating a third-party model or dataset.

12.4 Models are non-deterministic and change. MT may update, replace, or withdraw Models, and does not warrant consistent or reproducible Outputs. Preview, beta, or experimental Models may be less stable, change without notice, and carry additional terms in accordance with clause 2.7.6.

12.5 You acknowledge that processing and inference by Model Providers may take place outside Mauritius. Transfers of personal data are addressed in the Privacy Policy.

12.6 The Service may contain or connect to third-party integrations, websites, or links. These are for convenience only; your use of them is your responsibility, and the MT Group is not liable for them.

12.7 MT's contracts with Model Providers are separate agreements. You are not a party to, nor a beneficiary of, these agreements and have no rights to enforce them.

12.8 Models have distinct capabilities and limits (including modalities, languages, and context/file sizes) described in the catalogue or Documentation, which may change in accordance with clause 12.4. You are responsible for verifying suitability before use. Clause 11 applies to all Outputs regardless of the Model, language, or modality used.

13. INTELLECTUAL PROPERTY

13.1 The MT Group and its licensors own, and shall retain ownership of, all Intellectual Property Rights in and to the Platform, the Service, the software, the Documentation, and the look and feel, and all related materials, together with any modifications, enhancements and derivative works. No Intellectual Property Rights are assigned or transferred to you under these Beta Terms.

13.2 Subject to your compliance with these Beta Terms, MT grants to you a limited, non-exclusive, non-transferable, non-sublicensable and revocable right to access and use the Service during the Beta Period, solely for your own business or personal purposes and in accordance with these Beta Terms. You shall not (a) copy, modify, adapt, translate or create derivative works of the Service or the software (except as expressly permitted), (b) reverse-engineer, decompile or disassemble any part of the Service (except to the extent that this restriction is prohibited by Applicable Law), (c) remove or obscure any proprietary notice, or (d) use the Service other than as permitted by these Beta Terms.

13.3 "Mauritius Telecom", "myt", "my.t", "myt AI Cloud" and the associated logos and brands (as amended from time to time) are trade marks of MT. You are granted no licence to use them, except as strictly necessary in order to use the Service in accordance with these Beta Terms.

13.4 If you provide any feedback, suggestions or ideas concerning the Service, including any feedback that you provide during the Beta Period, you grant to MT a perpetual, irrevocable, worldwide, royalty-free and unrestricted licence to use and exploit them, without any obligation or attribution to you.

13.5 If MT reasonably considers that the Service, or any Model, may infringe the rights of any third party, MT may, at its option and expense, procure for you the right to continue using the affected item, modify or replace it so that it becomes non-infringing, or suspend or withdraw the affected item, and MT shall have no further liability to you in that respect.

14. PUBLICITY

14.1 Neither party shall use the name, logo or trade marks of the other without that other party's prior written consent, save that MT may identify a Business Customer as a customer of the Service where that Customer has agreed.

15. CONFIDENTIALITY

15.1 Each party (the "receiving party") shall keep confidential all Confidential Information of the other party (the "disclosing party"), shall use it only for the purpose of exercising its rights and performing its obligations under these Beta Terms, and shall protect it using at least the same degree of care that it uses for its own confidential information, and in any event no less than a reasonable degree of care.

15.2 The receiving party may disclose Confidential Information only to those of its Affiliates, personnel, professional advisers and contractors who need to know it for that purpose and who are bound by obligations of confidentiality, and the receiving party shall be responsible for their compliance with this clause 15.

15.3 The obligations in this clause 15 shall not apply to information that: (a) is or becomes public otherwise than through a breach of these Beta Terms; (b) was lawfully in the receiving party's possession before disclosure; (c) is lawfully obtained from a third party without restriction; or (d) is independently developed without use of the disclosing party's Confidential Information.

15.4 The receiving party may disclose Confidential Information to the extent required by Applicable Law, by a court, or by a regulator, provided that (where lawful) it gives the disclosing party reasonable prior notice and co-operates in any effort to limit or resist the disclosure.

15.5 On termination, or on the disclosing party's written request, the receiving party shall return or destroy the disclosing party's Confidential Information, save to the extent that retention is required by Applicable Law or by the receiving party's reasonable back-up or record-keeping practices.

15.6 The parties acknowledge that damages alone may not be an adequate remedy for a breach of this clause 15, and that the disclosing party may seek injunctive or other equitable relief.

16. SECURITY AND API KEYS

16.1 MT shall implement and maintain reasonable technical and organisational measures designed to protect the Service and Customer Data in accordance with the Data Protection Act 2017 (as amended from time to time). While MT applies industry-standard security controls, you acknowledge that no method of electronic transmission, storage or processing is completely secure, and MT does not warrant that the Service will be free from vulnerabilities.

16.2 You shall use least-privilege, project-scoped API Keys, shall rotate your Keys upon any suspected compromise, and shall promptly revoke any Key that you no longer require. Clause 3.3 applies to the confidentiality of your Keys and to your responsibility for all usage incurred through them, and you shall remain responsible for such usage until the relevant Key is revoked.

16.3 MT shall notify you of a Security Incident affecting your Customer Data without undue delay where required by the Data Protection Act 2017 or other Applicable Law, and shall take reasonable steps to investigate and mitigate it.

16.4 You shall be responsible for the security of your own systems, applications, credentials and End Users, and for configuring your use of the Service securely, in accordance with the shared responsibility model at clause 9.3.

17. AVAILABILITY AND MAINTENANCE

17.1 MT shall use reasonable efforts to make the Service available, but, except where a separate written service-level agreement applies, the Service is provided on an "as available" basis, without any availability, uptime, response-time or performance commitment, and no service levels apply during the Beta Period.

17.2 MT may carry out scheduled and emergency maintenance. MT shall use reasonable efforts to give notice of scheduled maintenance where practicable, but may carry out emergency maintenance at any time and without notice.

17.3 To the maximum extent permitted by Applicable Law, the MT Group shall not be liable for any unavailability, interruption, suspension, delay or degradation of the Service, or for any losses arising from them.

18. CHANGES TO THE SERVICE

18.1 MT may, at any time and in its sole and absolute discretion, and without liability to you or to any other person, suspend, limit, discontinue, withdraw, or cease to provide, operate or commercialise the Service, any Model, or any part or feature of the Service, whether temporarily or permanently, for any reason or for no reason, including for commercial, strategic, technical, operational, security, reputational, legal or regulatory reasons, or where MT determines that the continued provision or commercialisation of the Service is no longer in its interest. MT shall use reasonable efforts to give you notice of any permanent discontinuation of the whole Service where practicable.

18.2 Where MT permanently discontinues the whole Service, MT may terminate these Beta Terms on notice. As all Credits during the Beta Period are issued without charge, no payment, refund or compensation shall be due in respect of unused Credits or otherwise, and the MT Group shall have no liability to you arising from any change to, or the suspension, discontinuation or withdrawal of, the Service or any Model.

19. SUSPENSION AND THROTTLING

19.1 MT may suspend, throttle, limit, restrict or disable your Account, your API Keys, or your access to the Service, in whole or in part, where: (a) you are, or MT reasonably suspects that you are, in breach of these Beta Terms or the Acceptable Use Policy; (b) MT reasonably suspects that Credits have been obtained or used through duplicate or fraudulent Accounts, false information or other abuse; (c) there is a security risk, or an actual or suspected compromise; (d) MT reasonably suspects fraud, abuse, or unlawful or harmful use; (e) required in order to comply with Applicable Law, a regulator, a court, or a Model Provider; or (f) MT considers it necessary in order to protect the Service, the MT Group, or any other person. The grounds set out above are not exhaustive.

19.2 MT shall use reasonable efforts to give notice of a suspension where practicable, but may act immediately in urgent cases. The MT Group shall not be liable for any losses arising from a suspension made in accordance with these Beta Terms.

19.3 MT shall restore access where the cause of the suspension has been resolved to MT's reasonable satisfaction.

20. TERM AND TERMINATION

20.1 These Beta Terms take effect upon your acceptance or use of the Service and remain in force until terminated under this clause 20, or until they terminate on the General Availability date announced in accordance with clause 2.7.5.

20.2 You may stop using the Service and delete your Account at any time. Unused Credits will be handled in accordance with clause 6.10.

20.3 MT may terminate these Beta Terms or your access:

- a) On notice, if you fail to remedy a material breach within a reasonable specified period; or
- b) Immediately, for serious/repeated breaches, any breach of the Acceptable Use Policy, or for legal, regulatory, or security reasons.

20.4 MT may terminate these Beta Terms or your participation at any time on notice, including if MT discontinues the Service in accordance with clause 18, concludes the Beta Period, or otherwise for convenience.

20.5 Either party may terminate these Beta Terms immediately on notice if the other party becomes insolvent, cannot pay its debts as they fall due, enters into creditor arrangements, or undergoes receivership, administration, or liquidation.

20.6 Upon termination or expiry:

- (a) Your right to access and use the Service ceases immediately;
- (b) Your licenses end;
- (c) Unused Credits lapse in accordance with clause 6.10; and
- (d) MT may delete your Customer Data and Account after the Privacy Policy retention period, subject to any earlier export window provided.

20.7 Termination or expiry does not affect accrued rights or liabilities. Clauses that by their nature survive termination shall remain in force, including clauses 1, 9, 10, 11, 12, 13, 15, 19.2, 20.6, 20.7, 21, 22, 23, 28, 29, and 30.

21. WARRANTIES AND DISCLAIMERS

21.1 Each party represents and warrants to the other that it has the power and authority to enter into and perform these Beta Terms.

21.2 Except as expressly set out in these Beta Terms, and to the maximum extent permitted by Applicable Law, the Service, the Platform, the Models and the Outputs are provided on an “as is” and “as available” basis, and the MT Group disclaims all other warranties, conditions, terms and representations, whether express or implied, statutory or otherwise, including any implied warranty or condition of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, accuracy, or uninterrupted or error-free operation.

21.3 To the maximum extent permitted by Applicable Law, the MT Group shall not be responsible or liable for, and you assume the risk in respect of, each of the following:

- the accuracy, completeness, reliability, quality or fitness of any Output, and any reliance that you or any other person places on an Output;
- any decision made, or action or omission taken, by you or any other person on the basis of the Service or an Output;
- the acts, omissions, Outputs, policies, security, availability, changes to, or discontinuation of, any Model, Model Provider or Model Licence;
- any unavailability, interruption, suspension or delay of the Service, or any loss, corruption, alteration or inaccessibility of Customer Data;
- any loss, or any unauthorised use or access, arising from your failure to keep your credentials, OTPs or API Keys secure, or from activity under your Account or through your Keys;
- your Inputs, Customer Data, applications, Authorised Users and End Users;
- any third-party integration, connected application, content, website or link;
- your compliance, or failure to comply, with any Applicable Law or Model Licence applicable to your use of the Service or of Outputs;
- any use of the Service in breach of these Beta Terms or the Acceptable Use Policy; and

- the Service meeting your requirements, or achieving any particular result, or being suitable for your particular purpose or for any regulated or high-risk use.

22. LIMITATION OF LIABILITY

22.1 Nothing in these Beta Terms shall exclude or limit any liability that cannot lawfully be excluded or limited, including liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any other liability under Mauritian law. The remainder of this clause 22 is subject to this clause 22.1.

22.2 Subject to clause 22.1, the MT Group shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, incidental, special, consequential, exemplary, or punitive loss or damage.

22.3 Subject to clause 22.1, and whether direct or indirect, the MT Group shall not be liable for loss of profit, revenue, anticipated savings, business, goodwill, or data (including corruption or inaccessibility); nor for losses arising from reliance on Outputs, third-party Models or Model Providers, or Service unavailability or suspension.

22.4 Subject to clauses 22.1 to 22.3, the total aggregate liability of the MT Group arising out of or in connection with the Service and these Beta Terms shall not exceed twenty thousand United States dollars (USD 20,000), or its Mauritian rupee equivalent.

22.5 The cap in clause 22.4 shall not apply to, or limit: (a) your indemnity obligations under clause 23; or (b) your liability for breaching the Acceptable Use Policy, misusing the Service, or infringing the Intellectual Property Rights or Confidential Information of the MT Group or any third party.

22.6 You are responsible for maintaining your own back-ups of your Customer Data, which MT recommends you do.

22.7 Any claim arising in connection with these Beta Terms must, where permitted by Applicable Law, be brought within twelve (12) months after the cause of action arose, or be barred.

22.8 The disclaimers and limitations in clauses 21 and 22 benefit each member of the MT Group and other persons under clause 1.2(g). They reflect a reasonable allocation of risk given the free nature of the Service and Credits during the Beta Period, and apply notwithstanding any failure of essential purpose of any remedy.

23. INDEMNITY

23.1 You shall indemnify, defend and hold harmless the MT Group against all losses, liabilities, damages, claims, demands, judgments, awards, fines, penalties, costs, charges and expenses (including reasonable legal and professional fees) suffered or incurred by any member of the MT Group arising out of or in connection with: (a) your Inputs, Outputs or Customer Data; (b) your use of the Service; (c) your breach of these Beta Terms, the Acceptable Use Policy or any Applicable Law; (d) your infringement of the Intellectual Property Rights, privacy rights or other rights of any person; (e) the acts or omissions of your Authorised Users or End Users; and (f) any fine, penalty or claim from a regulator or a Model Provider arising from your use of the Service or your breach of these Beta Terms.

23.2 Intellectual-property claims concerning Outputs. The MT Group does not indemnify you against any claim that an Output infringes the rights of a third party. Where a Model Provider offers such protection, MT shall pass through the benefit of it to the extent that MT is able and that you meet the Model Provider's conditions (which typically require you to use the available safety and citation features, not to

have known that the Output was infringing, not to have modified or combined it, and to have the necessary rights in your Inputs, and which exclude claims of trademark infringement and claims arising from third-party content).

23.3 As a condition of the indemnity, the indemnified party shall (a) notify the indemnifying party promptly of the relevant claim; (b) allow the indemnifying party to have sole conduct of the defence and settlement of the claim (provided that any settlement which imposes a non-monetary obligation on, or admits fault of, the indemnified party shall require its prior written consent, such consent not to be unreasonably withheld or delayed); and (c) provide reasonable co-operation, at the indemnifying party's expense.

24. FORCE MAJEURE

24.1 A **Force Majeure Event** means any event or circumstance beyond a party's reasonable control, including: acts of God, fire, flood, cyclone, storm, earthquake or other natural disaster; epidemic or pandemic; war, armed conflict, terrorism, civil commotion or riot; any act, order, restriction or measure of any government or public authority, and any change of law; sanctions, embargoes or trade restrictions; strikes, lock-outs or other industrial action; the failure, interruption, degradation, suspension or withdrawal of any Model, Model Provider, cloud, hosting, connectivity, utility or other third-party service; any failure or interruption of power, internet or telecommunications; and any cyber-attack, denial-of-service attack, malware or other malicious act.

24.2 A party shall not be in breach of these Beta Terms, nor liable for any delay in performing or failure to perform any of its obligations, to the extent that the delay or failure results from a Force Majeure Event. The affected party shall use reasonable efforts to notify the other party, and to mitigate the effect of the Force Majeure Event.

24.3 If a Force Majeure Event continues for a continuous period of more than thirty (30) days, either party may terminate these Beta Terms on notice to the other, without liability.

25. NOTICES

25.1 You consent to receive notices and communications from MT electronically, whether through the Platform, by email to the address associated with your Account, or by in-product message, and you agree that such communications satisfy any legal requirement that a communication be in writing.

25.2 Notices to MT shall be sent to the contact address published on the Platform, or to such other address as MT may notify. A notice sent by email shall be deemed received at the time of transmission, and a notice given through the Platform shall be deemed received when made available to you, provided that, if deemed receipt occurs outside business hours, the notice shall be deemed received when business hours next resume.

26. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL

26.1 MT may, at any time and without your consent and without notice, assign, novate, transfer, charge, hold on trust, sub-contract or otherwise deal with any or all of its rights and obligations under these Beta Terms, in whole or in part, to any member of the MT Group or to any third party, including in connection with any merger, acquisition, corporate reorganisation, or sale of assets or of the business to which the Service relates.

26.2 You shall not assign, novate, transfer, charge, sub-contract, sub-license or otherwise dispose of any of your rights or obligations under these Beta Terms, in whole or in part, without MT's prior written

consent, which MT may grant or withhold in its absolute discretion. Any purported assignment or dealing in breach of this clause shall be void.

26.3 These Beta Terms shall be binding on, and enure for the benefit of, the parties and their respective successors and permitted assigns.

27. VARIATION OF THESE BETA TERMS

27.1 MT may vary these Beta Terms from time to time. MT shall give reasonable notice of any material variation, through the Platform or by email. Your continued access to or use of the Service after the effective date of a variation shall constitute your acceptance of it. If you do not accept a variation, you shall stop using the Service. MT may make a variation with immediate effect where required in order to comply with Applicable Law or to address a security or operational risk.

28. COMPLIANCE, EXPORT CONTROL, SANCTIONS AND ANTI-BRIBERY

28.1 You shall comply with all Applicable Law in connection with your use of the Service.

28.2 You warrant that neither you nor your Authorised Users are sanctioned, denied, or acting on their behalf, and shall not use the Service in breach of applicable export-control or sanctions laws. This includes, without limitation, the laws of Mauritius (specifically the United Nations (Financial Prohibitions, Arms Embargo and Travel Ban) Sanctions Act 2019), the UN, US (including EAR and OFAC programs), EU, and UK. MT may block access to comply with Model Provider or regulatory restrictions. You shall not access, export, or transfer the Service, Models, or Outputs to any Restricted Jurisdiction or restricted person. MT may perform screening and restrict, suspend, or terminate access to comply with this clause 28 without liability.

28.3 You shall comply with all applicable anti-bribery and anti-corruption laws, including the Financial Crime Commission Act of Mauritius, and shall not offer or accept any improper advantage in connection with the Service.

28.4 You are solely responsible for complying with all laws governing artificial intelligence in your deployment jurisdictions, including Regulation (EU) 2024/1689 (the EU Artificial Intelligence Act) where applicable. For EU deployments, you must comply with deployer transparency obligations (e.g., informing users and labeling deepfakes/AI content). You shall not remove or circumvent any watermarks or safety markings on Outputs. The Service is not intended for, and you shall not use it for, any high-risk AI systems or prohibited practices under Applicable Law without MT's prior written agreement and regulatory clearance.

29. GOVERNING LAW, DISPUTES AND JURISDICTION

29.1 These Beta Terms, and any related disputes or claims (including non-contractual ones), shall be governed by and construed in accordance with the laws of the Republic of Mauritius.

29.2 Before starting formal proceedings, the parties shall attempt in good faith to resolve disputes through discussion. Written notice must be given, followed by a thirty (30) day resolution and escalation window.

29.3 Subject to clause 29.4, the courts of Mauritius shall have exclusive jurisdiction over any dispute arising from these Beta Terms.

29.4 Nothing in this clause 29 prevents either party from applying to any court of competent jurisdiction for urgent interim or injunctive relief.

30. GENERAL

30.1 Entire Agreement: These Beta Terms (and incorporated documents) constitute the entire agreement between the parties, superseding all prior discussions, representations, or agreements. No reliance has been placed on statements outside these terms, except in cases of fraud or fraudulent misrepresentation.

30.2 Order of Precedence: In case of conflict, the prevailing order is: (1) any signed separate written agreement between you and MT (including billing terms under clause 7.1); (2) these Beta Terms; (3) the Privacy Policy; and (4) applicable Provider Policies and Model Licences.

30.3 Severability: If any provision is found invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid, or otherwise deleted. The validity of the remaining terms will not be affected.

30.4 Waiver: Delay or failure to exercise a right or remedy does not constitute a waiver. Waivers must be in writing to be effective.

30.5 Cumulative Remedies: Rights and remedies under these Beta Terms are cumulative and in addition to legal remedies.

30.6 Relationship: Nothing here creates a partnership, joint venture, agency, or employment relationship between the parties.

30.7 Third Parties: Members of the MT Group and persons named in clause 1.2(g) may enforce provisions intended for their benefit (including clauses 11, 21, 22, and 23). Otherwise, no third party has enforcement rights.

30.8 Further Assurance: Each party shall, at the other's reasonable request and cost, execute documents or perform acts necessary to give full effect to these Beta Terms.

30.9 Language & Electronic Acceptance: The English text prevails over translations. Electronic acceptance is binding under the *Electronic Transactions Act* of Mauritius.

31. CONTACT AND COMPLAINTS

31.1 Questions, complaints, and abuse reports must be submitted through the Platform support channel. MT remains your first point of contact.