

These terms and conditions set out the **agreement** between (1) you ('you', 'the customer' or 'your'); and (2) Digicel (Jamaica) Limited ('us', 'we', 'Digicel', or 'our'); for the provision and use of Digicel's home entertainment services - fibre internet, phone, **Smart Home** and TV service(s) - supplied over Digicel's fibre or hybrid fibre / coax networks.

The words highlighted in bold throughout these terms and conditions have special meanings which can be found in the Glossary at the end of these terms and conditions.

Your use of the Digicel's home entertainment **service(s)** will be governed by the terms of this **agreement**.

Please take a few minutes to carefully read through the terms and conditions set out below for the products and service(s) you have ordered from Digicel.

First, here are some key points you should note:

Agreement

The **agreement** between both parties is legally binding, and is governed by the laws of Jamaica.

Your subscription for your chosen **service(s)** has a **minimum period**, which starts on the date your **service(s)** is/are installed and successfully activated. The length of the **minimum period** is 12 months, which you agreed to when you ordered your Digicel's home entertainment products and service(s). After the **minimum period**, this **agreement** will continue until either you or we end it in accordance with the terms set out in this **agreement**.

You must keep Digicel's home entertainment **services** for the duration of the **minimum period**, unless you or we are allowed to end this **agreement** earlier, under the terms and conditions outlined in this **agreement**.

If you cancel the **agreement** during the minimum period, Digicel reserves the right to charge an early termination fee. We may charge this amount directly to any credit or debit card which you have provided us with, and by entering into this **agreement**, you are authorising us to do so. Alternatively, we will levy this charge onto your final home entertainment bill with Digicel. We will give you reasonable notice before making any charge.

Digicel reserves the right to amend or change the **service(s)**, or these terms and conditions, subject to notifying you of such amendments.

A. Obtaining the services

1. We will make every effort to meet the date agreed with you for installation or activation of the **service(s)**. In the event that we have to change the installation date we will contact you, in advance, to notify you of any changes.
2. You agree that you or a person authorised by you (who is 18 or over) will be present when we install the **equipment** at your **home**. You further agree that anyone authorised to represent you may also be required to make decisions on your behalf about equipment, wiring, work required to complete your install, in your absence. We are entitled to assume that any person other than you who is present at installation is authorised to represent you.
3. Where we need to install **equipment** at your **home**, we will make every effort to fit the **equipment** where you prefer, however, this may not be possible because of technical or other reasons. If this is the case, we will connect the **equipment** as we see fit. Please do not move any **equipment**. Should you wish to alter the routing of any existing **equipment** such as cables or wall sockets, you must contact us.
4. To provide the **service(s)**, the **equipment** (e.g. a set-top box or modem) must be connected to equipment belonging to you (e.g. a television or computer). You are responsible for ensuring your equipment is working properly. You agree to provide and pay for suitable facilities and all necessary

electrical and other installations and fittings (including power outlets or sockets) for the **equipment**. You must follow our instructions for this.

5. Where we need to set up any **service(s)** on your equipment we will guide you through this process on the day of installation, e.g. setting up Broadband on your computer or device.
6. Where you are unable to take part in the set-up of your **service(s)**, but are with us at the install, you authorise us to have access to your equipment to perform such set-up (which may include the installation of software) and to check that those **service(s)** are working properly. You confirm that you will have prepared your equipment, and will follow our instructions to prepare your equipment, so that we can perform the set-up properly.
7. You are responsible for applying for any consents and permissions necessary for us to connect and maintain the **equipment** at your **home** (for example, any permission necessary to pull cable from the street to your address). We are not obliged to install or provide the **service(s)** unless all consents and permissions have been obtained. Further, we are entitled to assume that all necessary consents have been obtained unless we have been provided with something in writing stating otherwise.
8. Our obligation to provide the **service(s)** may also be subject to survey. If said survey shows that the **service(s)** require additional time and resources to be installed or connected at your **home**, or if a non-standard installation is required, we may delay any installation date to ensure we can complete the work correctly. We also reserve the right to charge an additional installation fee, which would have to be paid in full before the installation is completed. We will notify you as soon as possible of the delay and new date, charges (if applicable) and approach.
9. Where a survey deems that service will not be possible, we may cancel any installation date we have given you and terminate this **agreement**. You will be notified of this as soon as possible after the survey.
10. We do not have to connect the equipment at your **home** or otherwise keep to this agreement if:
 - a. your **home** is outside our service area or in a part of our service area where no network has been installed;
 - b. we are unable to activate the **service(s)** on your line or at your **home** for any reason;
 - c. you do not have a legal electricity supply, provided by an authorised electricity supply company;
 - d. you do not qualify under our current credit policy;
 - e. you are not able to be a customer because you have previously misused our service(s);
 - f. it is not practical to carry out the connection for health and safety reasons or for any other reason.
11. Where we cannot provide the **service(s)** for the reasons explained above, we shall not be under any liability whatsoever to you for any failure to provide the **service(s)** in these circumstances but will refund you for any payments you have already made to Digicel for installation or the **service(s)**.

B. About the services

1. General
 - a. If you keep to the terms of this **agreement**, we will provide you with the **service(s)**.
 - b. As well as these terms and conditions, the **service(s)** have **additional policies** which apply to the **service(s)** and their use, as published by us on the **Digicel website**. These may be updated from time to time so please check the **Digicel website** regularly and read through it carefully. This other policy information includes our 'acceptable use policy' and ' website.
 - c. To make sure you are always getting the best possible service, we may monitor and record phone conversations you have with our teams when contacting Digicel for home entertainment support.
 - d. From time to time, we may let you try certain **services** for free. We also have the right to withdraw these trial **services** at any time and without giving you notice.
 - e. From time to time, we may supply you with **services** or component part(s) of a **service** for promotional purposes, whether for a charge or otherwise. We may at any time stop such supply or change the promotional **service** or component part(s).
 - f. Some parts of the **service(s)** (for example, television channels that form part of our **television services** and other content on, or accessible via, our **television services** are supplied by other

organisations. As a result, due to matters outside our reasonable control or for commercial or contractual reasons, we may change, cancel or postpone all or any component part(s) of the **services** without notice, however Digicel will make every effort to give you reasonable notice of any withdrawals and changes where it is possible to do so.

- g. You agree that you are liable for any charges on your account regardless of whether you or anybody else (with or without your permission) incurs those charges. For example, if someone who has access to your **home** uses the **service(s)**, they will be considered to be within your control and you will be liable for those charges. Under no circumstances should you give your PIN numbers and passwords to anybody else.
- h. We reserve the right to monitor and report viewing habits, monitor and control data volume and/or types of traffic transmitted via the **service(s)**.

2. Fibre TV

- a. You may not use any reception equipment to receive the **television services** other than the equipment we have provided to you for the express purpose of receiving the **television services** (such as a set-top box).
- b. A charge may apply for **Pay-Per-View programmes**, Video on Demand programmes, Personal Video Recording or other Premium Services and we have the right not to make these available to you if you do not meet credit conditions set by us or if you have failed to pay any charges you owe.
- c. You may not cancel a **Pay-Per-View programme** or Video on Demand programme after you have bought it except in line with any cancellation information we may have given to you at the time of purchase.
- d. It is your responsibility to make sure PIN numbers and passwords for **Pay-Per-View programmes**, Video on Demand programmes, Personal Video Recording or other Premium Services are used correctly.
- e. By taking the **television services** you acknowledge that the equipment we provide to you may be enabled to make recordings, on your behalf, of broadcasts of the types of programmes that match your preferences, for the purpose of enabling those broadcasts to be viewed at a more convenient time for you.

3. Fibre Internet

- a. Due to the nature of the Internet, we cannot guarantee specific levels of performance for **Internet access**, up or down speeds, whether on or off island. We are also not responsible for third party web site performance, or the performance of your own devices or equipment.
- b. We will make every reasonable effort to fulfil our Broadband Promise to you.
- c. Digicel's fibre Internet service(s) are subject to our 'acceptable use policy' and 'traffic management policy' which you can read on the **Digicel website**.

4. Fibre Phone

- a. If you take Digicel's Fibre **phone service**, and wish to keep an existing phone number from another telecommunications provider, you may be asked to complete documentation in order for this to happen. Please note that we cannot cancel any agreement that you may have with your old telecommunications provider, for example, for renting equipment or for extra lines.
- b. Although we are usually able to arrange for you to keep your existing phone number when you transfer your line to us, we cannot guarantee this.
- c. A temporary number will be allocated during the period of transferring your existing phone number.
- d. Should you not be able to transfer your existing phone number, we will allocate you a Digicel telephone number.
- e. The Digicel telephone number and any rights to it belong to us and you may not sell or agree to transfer the number to any person.

- f. If you request to move or port your allocated Digicel number to another provider, Digicel will adjust your services accordingly, and reserve the right to remove any discounts applied as part of a bundled services offering.
- g. You agree that we may give your name, address and phone number to the emergency service(s). If you consent, we will also give these details to other regulated telecommunications providers. This is so your details can be included in phone books and be obtained from publicly available directory enquiry services.
- h. We cannot accept any liability whatsoever for any failure by authorised public communications operators and regulated directory service providers to whom we provide information to comply with your listing request. We can tell you about other options that are available to protect and control how your information is used.

5. Smart Home

- a. In addition to these terms and conditions, the Smart Home **service(s)** have additional terms and conditions which apply to them and their use, as published by us on the Digicel website at <https://www.digicelgroup.com/jm/en/digicel-plus/legal.html>. These may be updated from time to time so please check the Digicel website at <https://www.digicelgroup.com/jm/en/digicel-plus/legal.html> regularly and read through it carefully. In the event that there is a conflict between these terms and conditions and the Smart Home terms and conditions, the Smart Home terms and conditions shall prevail.
- b. To provide the **service(s)**, the **equipment** (e.g. the smart station and cameras) must be connected to your Digicel+ modem. You are responsible for ensuring your Digicel+ modem and service is online and active to support the **service(s)**. You agree to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including power outlets or sockets) for the **equipment**. You must follow our instructions for this.
- c. Some parts of the **service(s)** (for example, monitoring and rapid response security services that form part of our Smart Home services) may be supplied by other organisations. As a result, due to matters outside our reasonable control or for commercial or contractual reasons, we may change, cancel or postpone all or any component part(s) of the **service(s)**, however Digicel will make every effort to give you reasonable notice of any withdrawals and changes where it is possible to do so.
- d. In order to obtain the **service(s)**, you must own a smartphone with data as the **service(s)** include the use of a specific mobile software application supplied by an authorised third party provider, which you will be guided to install on your smartphone by Digicel's technicians. You confirm that you have agreed to and will abide by the terms of use for the mobile software application. You agree that Digicel, its agents, suppliers and third party contractors will not be responsible for any loss or damage arising from your installation or use of the software application on your smartphone.
- e. You may not use any other equipment to receive the **service(s)** other than the equipment we have provided to you for the express purpose of receiving the **service(s)** (such as alarm panel and software application).

C. Looking after your services

1. We will provide any maintenance service(s) during **normal working hours** that we believe are necessary for the **system** and **equipment** to work properly, to meet our standards and for us to provide the **service(s)** to you.
2. We will always aim to provide you with the best service possible, but we will not be liable for interruptions, reception, picture degradation or other problems with the **television services** which are beyond our reasonable control. You agree that you will tell us about any fault in the **service(s)** by contacting our Customer Services team, who will aim to respond as promptly as possible. In many circumstances it is possible to correct a fault over the phone. If this is not possible, we will send a technician to correct the fault.

3. If you prevent necessary maintenance from being carried out (at a time previously agreed and arranged with you), or if maintenance is no longer required and you have not advised us, or if the maintenance necessary is the result of any one or more of the following, we will be entitled to charge you a service fee:
 - a. Misuse or neglect of, or accidental or wilful damage to, the equipment;
 - b. Fault in, or any other problem (including set up and specification) associated with, your own equipment or any system that we do not cover;
 - c. Your failure to keep to this agreement.
4. You are responsible for maintaining any equipment which you own (for example, television sets, phones, computers and so on) that is relevant to the **service(s)**.
5. We are not responsible if you are not able to use the **service(s)** because your equipment (for example, your computer, network interface card, printer, or other equipment) does not work properly or is not compatible with the **system**.

D. Using the services

1. You are responsible for the way the **service(s)** are used. You must not do any of the following acts or allow anyone else to do the following acts in relation to the **service(s)**:
 - a. Send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
 - b. Cause annoyance, nuisance, inconvenience or needless worry to, or breach the rights of, any other person;
 - c. Perform any illegal activity;
 - d. Break, or try to break, the security of anyone else's equipment, hardware or software;
 - e. Deliberately receive, use, own, post, transmit or publish obscene material;
 - f. Upload, download, post, publish or transmit any information, material or software that is protected by copyright or other ownership rights without the permission of its owner;
 - g. Copy, distribute, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment we provide;
 - h. Use any **service(s)** (including, but not limited to, phone service(s)) for commercial or business purposes;
 - i. Use any Internet Protocol (IP) address that we have not assigned to you. Put simply, you may not use the **service(s)** to harm the service of another internet user or impersonate another user, whether on our network or external to our network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving you notice;
 - j. Use the **service(s)** in a way that: (i) risks degradation of service levels to other customers; (ii) puts our system at risk; and/or (iii) is not in keeping with that reasonably expected of a residential customer.

If we believe that you are using the **service(s)** in any of these ways, we are entitled to reduce, suspend and/or terminate any or all of the **service(s)** without giving you notice.

2. You must, at all times, make sure that the way you use the **service(s)** does not break the law.
3. The **service(s)** and **equipment** are provided for residential use only and the following acts are not permitted:
 1. copying or recording all or any part of the **television services** except as may be permitted by law for your own private, domestic and non-commercial use (and if this kind of copying becomes illegal in the future you must stop doing it);
 2. re-selling, or making any charge for watching or using, all or any part of the **television services**;
or
 3. Showing all or any part of the **television services** to the public even where no admission fee is charged.
4. You acknowledge that we are entitled to prevent the copying of any part of the **television services** and to delete from the **equipment** we have provided to you recordings which may have been made by you lawfully, but which are from channels you no longer subscribe to.

5. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the **service(s)** supplied to you under this **agreement**, or with getting the **service(s)** without our permission, and to repay fully any costs or losses of this kind which we may suffer. This also applies if you do not meet your responsibilities under this section D.
6. If you misuse the **service(s)**, get **service(s)** from us without our permission, or do not meet your responsibilities under this section D, we will be entitled to suspend the **service(s)**, end this **agreement** and/or terminate any licence to use the software on the **equipment**, and you may still incur charges for the remainder of the minimum period.
7. It is up to you to make sure that if minimum age recommendations apply to any part of the **service(s)**, those **services** are not viewed by anyone below that minimum age.
8. Where a data usage or storage allowance is allocated to you as part of the **service(s)**, you are responsible for making sure that you do not use more than your allowance. We are not responsible for any negative consequences of your failure to do so. Digicel shall notify you if you are about to exceed any usage or storage allowance. Furthermore, if you exceed any allowance applicable to your **service(s)**, we reserve the right (at our sole discretion) to re-grade the **service(s)** in question at the appropriate charge. If we make such changes we will notify you in advance of any change.

E. Using our equipment

1. Where we hire/rent or loan **equipment** to you it will be our property at all times and we may need to alter or replace it from time to time. For us to do this, we will need you to provide us with reasonable access to your **home**.
2. You are responsible for making sure that our **equipment** is safe and used properly at all times. To do this, you agree to do the following:
 - a. Follow the manufacturer's instructions and any other instructions we have given you;
 - b. Keep the **equipment** in your home and under your control (for example, you may not sell it, lend it or hire it out to anyone else, put it up as security for a loan or mortgage, or allow it to be seized under any legal process against you).
 - c. Not tamper with disassemble, misuse, neglect or damage our **equipment**;
 - d. Not remove, tamper with or cross out any words or labels on our **equipment**;
 - e. Take proper care at all times to prevent the loss or theft of our **equipment**.
3. You agree to tell us immediately about any loss, theft or damage to any part of our **equipment**. You should do this by contacting our customer services team. You agree that you are responsible for and will bear the cost for any loss, theft or damage to the **equipment**, regardless of how it happens.
4. If you have purchased any **additional equipment**, we'd encourage you to dispose of it responsibly if you're no longer using it. Any equipment which you own and which you connect to the **system** (for example, phones, fax machines, computers) must meet with all relevant laws and regulations. We reserve the right to disconnect any equipment that does not meet these laws and regulations. You may use your own equipment together with our **equipment**, but we do not guarantee that our **equipment** will work with your equipment.
5. We will not be liable in any way for any loss or damage arising from your use of your equipment with our **equipment**. We will not be liable for any loss of or damage to any **additional equipment**.
6. You will have received certain software in your **equipment** at the point of activation of your **service(s)**, and other software programs we may deliver to your **equipment** from time to time, which your **equipment** will automatically accept. You may use this software solely in conjunction with your **equipment** for the provision of the **service(s)**. You must not use any unauthorised software on the **equipment**. Without limiting the foregoing, certain **equipment** we provide to you may be accompanied by separate software intended for installation on other devices within your home. If you install this software on such devices, the terms of use of the software will be governed by an end user licence agreement, which you must accept before you install the software.
7. We and our suppliers retain title to and ownership of the software for the **equipment** we provide to you and all intellectual property rights in and on that software and **equipment**.
8. Where we sell you **additional equipment** (e.g. home plugs and power strips) these will be your equipment to own and maintain. Such equipment will only be covered by the manufacturer's guarantee and your original receipt / proof of purchase will be required for any relevant replacement. Any other replacement will be charged at the normal list price.

F. Paying for your services

1. You must pay the charges for the **service(s)** as set out in your **agreement** or as otherwise notified to you, together with any applicable taxes. All payments by you should be made to Digicel.
2. You must ensure that your payments are received by Digicel by the due date for outstanding amounts shown on your bill. If you do not pay your bills on time, you will be liable for late fees or other charges for your default. We may also charge you the full amount of any bill and you may lose any discount we have given you. We may also suspend or cancel the **service(s)** and charge you the costs of debt recovery proceedings to recover any debt you owe under this **agreement**.
3. Bills
 - a. Under this agreement, if you ask for any changes to the **service(s)** provided by us, these changes will be reflected by adding proportionate amounts to your first bill after the change and to your payments every month after that.
 - b. You may choose to pay your bills by cash, credit or debit card, or by Direct Debit, either electronically, at Digicel stores or using designated third party payment facilities.
 - c. If any Direct Debit or payment of yours is cancelled or is not cleared by your bank, we are entitled to charge you a default fee and the provisions of paragraph F4 (a) will also apply.
 - d. You may choose to receive a paper bill instead of an electronic bill (e-bill). Where you have access to electronic billing but choose to receive a paper bill, you agree that we may charge you a separate fee each month for this.
 - e. You must provide us with a valid and current e-mail address to use E-billing. The accuracy of that e-mail address is entirely your responsibility.
 - f. You shall remain fully responsible and liable to pay any bills of which notification has been sent to the e-mail address or contact number you have specified whether or not:
 - i. you access that e-mail account and read the relevant e-mail;
 - ii. you are disconnected from your e-mail account (for any reason); or
 - iii. any other reason (other than our negligence) you fail to read the relevant notifications.
 - g. Reminders will normally be sent for late bill payments.
 - h. If you want to change any of the **services** agreed to, we may charge you an administration fee. We will notify you of the amount of any such charge when you request the change.
 - i. You may be asked for a deposit at any time (as we believe to be reasonable in the circumstances) as security for the **equipment** and in case you do not pay your bills or return **equipment** provided to you. All or any part of this deposit may be used to pay any charges you owe under this **agreement**.
4. If at any time before or during the term of this **agreement** you fail to meet the credit conditions imposed by us, we may do the following:
 - a. Require you to make a payment (which shall be made to Digicel) in advance for future charges;
 - b. Enforce credit limits on you for any charges (to the extent that we believe is reasonable in the circumstances), restrict the level of **services** we provide to you, only allow certain methods of payment and/or suspend some or all of the **services** at any time when you reach the limits until we have received the full payment of any charges you owe under this **agreement**.

G. Your details and how they are looked after

1. You must provide promptly and accurately all the information which may be needed so that we can perform our respective obligations under this **agreement**. You must also tell us immediately if any of your details change.
2. By having the **services** provided by us installed in your home and/or by using them you are providing your consent to use your personal information together with other information for the following purposes:
 - a. providing you with the **services**, service information and updates;
 - b. administration, credit scoring, customer services, training;
 - c. tracking use of our **services** (including processing call, usage, billing, viewing and interactive data);

- d. profiling your usage and viewing (for example, the types of programmes you watch), how you use the **television services** (e.g. pausing, fast-forwarding or rewinding programmes, whether you save programmes to watch later, if you tend to skip the adverts, watch programmes on demand) and your purchasing preferences (for example, responding to advertisements or promotions);
- e. personalising your experience of the **service(s)** based on your usage and viewing profile (for example, recommending programmes you might enjoy, or tailored advertising contained within the **service(s)** so that it corresponds with your likely interests); and
- f. Improving and developing the **service(s)** for you.

Your personal information may be used for these purposes for the period you are a customer. Occasionally third parties may be used by us to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions (as applicable) and applicable law.

3. We may share with third parties information about your use of the **service(s)** in an aggregated form which will not personally identify you. This aggregated data may be used by those third parties for their marketing purposes (e.g. to improve their targeting of advertising based on user preferences). You acknowledge and agree that we may collect and use your personal information when you apply for and use our service(s). By providing your personal information to Digicel you consent to the processing of your information in accordance with our Privacy Notice found at <https://www.digicelgroup.com/jm/en/digicel-plus/legal.html> which outlines how we collect, use, protect and deal with your personal information. From time to time, we may contact you by mail, telephone, email, other electronic messaging services (such as text, voice, sound or image messages including using automated calling systems) or fax for these purposes.
4. If you change your mind at any time and no longer wish to receive this information from us, that's okay. Just call Customer Service(s), for more information. If you opt out of receiving this information from us, we will not contact you for marketing purposes, nor will we share your information with other Digicel Group companies for them to market to you. If you say you don't wish to receive any promotional information from us, this will exclude you from receiving any of our special offers or promotions which may be of interest to you. You can also opt out of receiving marketing information from other Digicel Group companies at any time by contacting them directly.
5. You have a right to ask for a copy of your information (for which we may charge a small fee) and to correct any inaccuracies.
6. If you do not pay your bills for the **service(s)** then we reserve the right to transfer your debt to a third party in which case your personal information will also be transferred to that third party for it to use in connection with the recovery of your debt. Such third party will take such action to recover your debt as it considers appropriate and will not be acting on behalf of or with our instructions. We may also disclose information about you if required to do so by law or by order of a court or other competent body.

H. Changing this agreement

1. You may add to or reduce the **service(s)** you receive from time to time by contacting our customer service team. If you ask us to provide any extra **service(s)** to you, you agree to accept those additional **service(s)** for at least the **minimum period** that applies to them. If you ask us to reduce your tier of service(s) within the **minimum period** for those service(s), we may ask you to pay a fee depending on the **service(s)** being reduced and the remaining length of the minimum period. If you wish to reduce your tier of **service(s)** or remove any additional **service(s)** (including premium television channels) you must give us 30 days' notice and pay any charges (including phone usage and Pay-Per View or Video On Demand programming charges) up to the end of that 30-day notice period.
2. Digicel may at any time improve, modify, amend or alter the terms of this **agreement** and/or the **service(s)** and their content if:
 1. there is any change or amendment to any law or regulation which applies to Digicel or the **services** provided to you;
 2. We decide that the **service(s)** should be altered for reasons of quality of service or otherwise for the benefit of customers or, in our reasonable opinion, it is necessary to do so;
 3. for security, technical or operational reasons;

4. the programming or content provided by any relevant programme and service providers on the **television services** is altered;
5. we decide to offer certain programmes as **Pay-Per-View programmes** or Video On Demand programmes;
6. if the changes or additions are minor and do not affect you significantly or we wish to have all our customers on the same terms and conditions; or
7. in all other events, where we reasonably determine that any modification to the relevant system or change in trading, operating or business practices or policies is necessary to maintain or improve the **service(s)** provided to you.

However, you will have the right to cancel the affected **service(s)** or end this **agreement** if the changes are significant, as described in paragraph J3.

3. Digicel may change our charges at any time. Any changes to our monthly charges will be published by us on the **Digicel website** and we will also give you 30 days advance notice of the change(s).

I. Suspending services

1. We may suspend any or all of the **service(s)** immediately without notice if:
 - a. you have broken this **agreement** (including additional policies, like the acceptable use policy) (and in such an instance we reserve the right to reduce the level of **service(s)** affected);
 - b. you exceed any allowance applicable to your **service(s)** (and in such an instance we reserve the right to reduce the level of **service(s)** affected);
 - c. maintenance, repairs or improvements to any part of the **service(s)** or the system need to be carried out;
 - d. we have to do so by law or in line with a third party contract;
 - e. you go over any credit limit on your account;
 - f. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the **service(s)** and/or the **equipment** or at any time during the provision of the **service(s)**;
 - g. we believe that you or another person at your **home** have committed, or may be committing, any fraud against us, and/or any other person or organisation by using the **service(s)** or **equipment** (or both);
 - h. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or
 - i. in our reasonable opinion it is necessary to do so.
2. If the **service(s)** is/are suspended because you have broken this **agreement** or if paragraphs I1(b), (e), (f), (g) or (h) apply, we may make a charge to reflect our costs in connection with suspending and starting the **service(s)** again. In normal circumstances you must pay this charge before you can use the **service(s)** again. You may also be liable for all charges for **service(s)** during this period of suspension.
3. If the **service(s)** is/are reduced because paragraphs I1(a) or (b) apply, then during any period of reduction, you will remain liable for the payment of your original level of charges.
4. For your and our protection we can suspend the **service(s)** if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our reasonable opinion, that the **service(s)** are not being used in a manner consistent with your previous use. We will make reasonable efforts to contact you before suspending the **service(s)** but we are not liable for any loss you may suffer through this suspension. We will not provide the **service(s)** again until we are satisfied that you know of the increased usage and are aware of the consequences of that increased usage. We may also:
 - a. ask you to make a payment of a deposit as security for your charges; or
 - b. Prevent you from making international calls and/or premium rated calls if in our reasonable opinion they form a significant proportion of your charges.

J. Ending this agreement

1. Either you or we may end this **agreement** at any time (including during or at the end of any **minimum period**) by giving the other 30 days' notice. You must pay any charges (including usage charges and line rental) up to the end of that 30-day notice period. You may also have to pay an early

- disconnection fee if your **services** end within the relevant **minimum period** as set out in paragraph J2.
2. If you end one or more **service(s)** during the **minimum period** for such **services** (other than in the circumstances outlined in section K or paragraph J3), or if you break this **agreement** and we end this **agreement** under section L (including for non-payment of charges) within the **minimum period** applicable to those **services**, you must immediately pay an early disconnection fee in respect of each cancelled **service**. The early disconnection fee will normally be the charges you would have paid for your chosen **service(s)** for the remainder of the **minimum period**.
 3. If we break the terms and conditions of this **agreement**, you're free to end this **agreement**.
 4. We may end this **agreement** immediately by giving you notice:
 1. if our authority to operate as a telecommunications provider is suspended for any reason;
 2. if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.
 5. When this **agreement** ends or you cancel a **service**, we will deactivate (permanently switch off) any relevant **equipment** we supplied to you to provide the **services**. You will no longer be able to use the **equipment**.
 6. If this **agreement** is ended for any reason, or if any of the **services** are cancelled, we will be entitled to use any money held (including deposits and advance payments) to pay any obligation or debt you may owe under this **agreement**. We'll get in touch with you to refund to you any money remaining after these deductions, unless our costs to administer that refund outweigh the actual account balance.

K. Moving home

1. If you move to another address within our service area, you may ask us to provide the **service(s)** to your new address. You must provide at least one month's notice to do this, but we cannot guarantee to provide you with the **service(s)** at your new address.
2. If you move to another address during any **minimum period** paragraph J2 will apply, unless you continue to receive our **service(s)** at your new address (in which case paragraph K3 will apply).
3. If we agree to provide the **service(s)** to your new address, you may have to pay a service transfer fee. You may not be able to keep your phone number if you change your home address.

L. If you break this agreement

1. We may end any of this **agreement** immediately if:
 1. you become insolvent or bankrupt, you enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
 2. we believe that you or another person at your home have committed, or may be committing, any fraud against us, or any other person or organisation by using the service(s) or equipment (or both);
 3. you break any of this **agreement** (including the **additional policies**) and, if you are able to put things right, you have not done so within seven days (or such other period as we specify) of the breach;
 4. We have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the **service(s)** and/or the **equipment** from us or at any time during the provision of the **service(s)**;
 5. any permission under which we are entitled to connect, maintain, modify or replace the **equipment** is ended for any reason;
 6. we are required to comply with an order, instruction or request of Government, an emergency service(s) organisation or other competent administration or regulatory authority;
 7. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate; or
 8. We are specifically entitled to do so under any other section of this **agreement**.
2. If you break this **agreement** and we choose to overlook it, we can still end the **agreement** with you if you break it again.

3. If we end this **agreement** because you have broken this agreement as set out in this section L (including where you have not paid the charges which you are liable to pay under this **agreement**) during any relevant **minimum period**, we are entitled to: (a) charge you for any charges including phone usage for; and/or (b) prevent access to; and/or (c) disrupt access to; those service(s).
4. If you break this **agreement** by committing fraud or any other criminal activity, we may report this to the police, who may take legal action.

M. Visiting your home

1. You authorise us to install, keep and use apparatus (including but not limited to **equipment** and **additional equipment**) at your **home** and you agree that we and our employees, agents or contractors may enter your **home**, providing reasonable notice and with your permission, so that we can:
 1. carry out any work that is necessary for us to connect, maintain, alter, replace or remove any apparatus necessary for us to supply the **service(s)** you have asked for; and
 2. Inspect any apparatus and equipment (like your TV or computer) which you may keep there.
2. We agree to cause as little disturbance as reasonably possible when carrying out any work at your **home**. We agree to repair any damage that we, our agents or contractors may cause at your **home**.
3. You agree not to do anything, or allow anything to be done, at your **home** that may cause damage to or interfere with any apparatus or **equipment** or prevent use or easy access to it.
4. You confirm that you are
 1. the current owner of the home; and/or
 2. a tenant under a valid lease; or
 3. a licensed occupier of the home.
5. We cannot normally be required to remove permanent installations if you terminate this **agreement** or move from your home.

N. Liability to you

1. Our liability to you is limited as set out in paragraphs N2 to N6.
2. We will not be liable to you for:
 - a. any indirect loss or any loss which is not a reasonably foreseeable consequence of our negligence or breach of this agreement (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses);
 - b. lost or destroyed data or software; any business loss (including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other purely financial losses) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss;
 - c. direct physical damage to your property (including any of your equipment upon which we have set up the **service(s)**) unless it has been caused by our negligence or the negligence of our employees, agents or contractors while acting in the course of their employment (and even then our liability will not be more than US\$20,000 for any one event or series of connected events).
3. When we carry out any obligation under this **agreement**, the duty of each of us is to exercise the reasonable care and skill of a competent telecommunications provider only.
4. We will not be liable to you for the accuracy, completeness, fitness for purpose or legality of any information accessed, received or transmitted using the **service(s)**, or for transmitting or receiving, or failure to transmit or receive, any material through the **service(s)**.
5. If you deal with any other individuals or organisations using the **service(s)** (for example, by buying or renting goods or service(s) from them or ordering goods from them using our **Internet access**), we will not be involved in these dealings. We will not be liable in any way for any loss, costs or damage you suffer or have to pay for.
6. We will not be liable to you for the contents of any material from other individuals or organisations which may be accessed through the **services**. We also reserve the right to block access to any such material.

O. Matters beyond our reasonable control

1. We will not be liable for failing to do what is promised under this **agreement** if we are prevented from doing so by something outside our reasonable control which will include (but is not limited to) lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, epidemics, pandemics, actions of local or national governments or other authorities, or industrial disputes.

P. Notices

1. Any notices we give to you will be in writing and be delivered by hand, sent by fax, ordinary post to you at your **home** or sent electronically. Any notices you give to Digicel should be given in line with the directions set out on the "Contact Us" area for home entertainment of the **Digicel website** or in your Welcome Pack. Any notice period will start from the day on which the notice is delivered if it is delivered by hand, two working days (i.e. excluding Saturdays, Sundays and public holidays) after the date it was posted if sent by ordinary post, or from the date of successful transmission if it is sent by fax or electronically.

Q. Transfer of agreements

1. This **agreement** is personal to you and you may not transfer your account or any of your rights and responsibilities under this **agreement** without our written consent. For business reasons, we may transfer any of our rights and responsibilities under this agreement without your permission.

R. The law and how your complaints are resolved

1. This **agreement** will be governed by the laws of Jamaica. If any provision is found to be unenforceable it shall not invalidate the remainder of this **agreement**.
2. We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. If you'd like to find out how Digicel does this, please see our Complaint Resolution Code of Practice which is available within the Legal Information on the **Digicel website**, or ask our team.

S. Return of equipment

1. Where the **services** or this **agreement** is cancelled, terminated or otherwise ended, you must return the **equipment** to your nearest Digicel retail outlet within seven (7) days of same. The **equipment** must be returned in an undamaged condition (reasonable fair wear and tear excepted). If you fail to return the **equipment** within this time, you acknowledge and agree that we may attend your home to retrieve same upon us giving, to the extent reasonably possible, reasonable notice to you.
2. If you fail to return or to make available for removal any **equipment** or if you return same in damaged condition, you will be liable to pay extra charges for such **equipment**, including the replacement cost and reasonable recovery costs. You acknowledge and agree that we will be entitled to use any money held by us on your account (including deposits and advance payments) and/or apply any refund due to you by us to pay these charges. You further acknowledge, agree and authorize that we may also charge this amount directly to any credit or debit card which you have provided us. The aforementioned are in addition to all other rights available to us including our right to bring proceedings against you.

GLOSSARY

The words in bold throughout this agreement have the following special meanings:

'additional policies'

as well as the terms and conditions set out in this **agreement**, the **service(s)** are subject to other policies such as the acceptable use policy and you may find these on the Digicel website or they can be accessed through the **service(s)**, as updated by us from time to time.

'agreement'

the terms and conditions set out in this document, the **additional policies**, together with all the details set out in the application form we ask you to sign.

'Digicel website'

the website at <https://www.digicelgroup.com/jm/en.html> or any other website address as notified by us.

'equipment'

any telecommunications or other equipment we supply to you as an essential part of providing the **service(s)** (including upgrades and replacements). This may include (but is not limited to) any cable modem, set-top box, mobile application, cables and ducts. This does not include batteries or certain accessories which you may purchase from us, nor does it include any equipment which you may purchase from a supplier recommended by us or an alternative supplier. This is referred to as **'additional equipment'**.

'home'

the residential property where we or you install apparatus (including but not limited to the **equipment**) and to which we agree to supply the **service(s)** to you .

'Interactive services'

means certain interactive services we may provide you that you access from the set-top box or your television.

'Internet access'

us providing Internet access to you, by way of high-speed broadband connection.

'minimum period'

the minimum period that you must keep a **service(s)**, starting from the **service start date** or such other **minimum period** as you have agreed with us. For example, unless you are told otherwise by us, you must keep the **phone service**, the **television service** and the broadband service for a period of twelve (12) months from the **service start date** in each case and, in the case of other **service(s)**, for at least thirty (30) days. We may change the **minimum period** for any **service(s)** but this will not affect you if you have already subscribed to that **service(s)**.

'normal working hours'

these are 8am to 5pm on Monday to Friday. These hours may change.

'Pay-Per-View programme(s)'

a programme or service which is offered for sale to you as an individual purchase either at specific start times or on demand.

'phone service'

the voice and digital telephony and ancillary services provided to you under this **agreement**

'service(s)'

Broadband internet, **television services**, fixed **phone service** and Smart Home services which you have ordered including any new, extra or substitute **service(s)** which we agree to supply you at a later date.

'service start date'

the first date on which each **service(s)** is available for you to use or, where no installation is required, the earlier of the date your **service(s)** is activated or seven days from the date you ordered the **service(s)** from us

'system'

means Digicel's telecommunications network.

'television services'

the television channels, On demand programmes, **Pay-Per-View programme(s)**, **interactive services**, any other content, **service(s)**, information, websites, applications and/or features which are accessible through **equipment** we provide to be connected to your television set.
