

# BROADBAND SERVICE TERMS AND CONDITIONS

## 1.1 INTERPRETATION

**Agreement** means, in order of precedence, these Terms and Conditions, the Service Request Form, the Service Level Agreement hereto, and any other document agreed by both parties which is expressly stated to form part of this agreement and sets out the terms under which Digicel will provide the Service to the Customer.

**Business Day** means a day (other than a Saturday or Sunday) on which dealing commercial banks are generally open for business in Guyana and where this agreement calls for some act or task to take place on a day which does not fall on a Business Day, the Business Day shall be the next working day immediately following.

**Customer** means the individual, company, corporation or other legal entity so named and described in the Service Request Form hereto with whom Digicel contracts to provide the Service including its successors in title, servants and agents.

**Customer Premises Equipment (CPE)** means all cabling, apparatus, facilities and other equipment described herein which is provided by or for the Customer and installed on the Customer's Premises to enable the Customer to access the Service including but not limited to a 3rd party Router or Switch or any other equipment used to deliver the Service.

**"Customer Nominated Contact"** means a person designated in the Service Level Agreement hereto as appointed by the

Customer who will be Digicel's point of contact for all matters relating to the Service.

**Digicel** means U-MOBILE (CELLULAR) INC., of 56 High Street Kingston, Georgetown, Guyana.

**Digicel Equipment** means equipment described herein owned by Digicel and placed on the Premises by Digicel for the provision of the Service.

**Emergency** means any core network failure necessitating prompt action by Digicel.

**"Helpdesk"** means the helpdesk as identified by the telephone number set out in the Service Level Agreement hereto, responsible for receiving calls from the Customer when reporting faults, for responding to queries about the Service, for logging such calls and pursuing them to resolution, and reporting back to the Customer. The Helpdesk will be available 24 hours a day, seven days a week (including Public holidays);

**Minimum Period**, means the period set out in the Service Request Form hereto or where none is specified, a period of twelve

(12) months, to commence from the Operational Service Date;

**Network** means the telecommunications system owned and/or operated by Digicel.

**Operational Service Date** means the date when the Service is actually first made available to the Customer.

**Other Networks** means electronic systems owned or operated by third parties.

**Planned Maintenance** means any work planned in advance to be carried out by Digicel or on behalf of Digicel which requires the availability of the Service to be suspended.

**Premises/Customer's Premises** means a place or service address at which Digicel provides the Service for the Customer.

**PSTN** means public switched telephone network and refers to the fixed line public network.

**Service** means the telecommunications service including but not limited to fibre optic GPN service (FibreX) offered by Digicel and particularized in the Service Request Form hereto, which may, pursuant to the request of the Customer, include all or any of the following: connectivity access to the network via a DIA (direct internet access) or broadband (GPON), IPLC (international private leased circuits), DPLC (domestic private lines circuits), MPLS (multiple-protocol label switching) and cloud telephony.

**Site Regulations** means the security rules and procedures applicable to a Customer's Premises.

**Termination Charge** means the monthly charges which would have been payable hereunder by the Customer for the Service for the remainder of the Minimum Period as if the agreement had not been terminated and shall include any charges due over the period but waived by Digicel.

## 1.2 DURATION

**1.2.1** This Agreement is effective from the date of signing by the Customer of the Service Request Form

**1.2.2** This Agreement shall continue for the Minimum Period, unless terminated in accordance with clause 18. At the end of the Minimum Period, or its renewal, this Agreement shall continue for successive periods of two (2) years unless otherwise terminated by either Party by notice given at least three (3) months prior to the expiration of the Minimum Period or any renewal

**1.2.3** This Agreement shall otherwise be terminated in accordance with Clause 18 of this Agreement. Service may be suspended in accordance with Clause 17 of this Agreement.

## 2 PROVISION OF THE SERVICE

**2.1** Digicel shall not be liable for failure to meet the Customer commit date set out in the Service Request Form, or any extensions thereof, as this is the estimated lead time assigned for the installation of the Service. Digicel shall have no liability for any losses or other expenses sustained or incurred by the Customer as a result of any delays. The Customer shall not be entitled to refuse acceptance of the Service as a consequence of such a delay.

**2.2** Digicel shall not be obliged to provide the Service, unless and until the following is done:

- (a) Digicel has successfully completed a survey;
- (b) if applicable, Digicel has successfully installed any Digicel Equipment needed to use the Service;
- (c) Customer has paid any sums due hereunder for the installation of the Digicel Equipment and the provision of the Service. (d) Access to the Premises has been secured and where the Service cannot be provided because any of the above cannot be successfully completed Digicel will notify the Customer within the period set out in the Service Request Form hereto.

**2.3** Digicel will provide the Service with the reasonable skill and care of a competent telecommunications service provider. Digicel however, does not warrant that the Service will be fault free.

**2.4** Digicel reserves the right, due to technical expediency, to change any IP, Ex-mail addresses or domain names, number and/or code allocated to the Customer, or vary the technical specification or interrupt the Service without reference or prior notification to the Customer. Digicel will restore the interrupted Service as quickly as is practicable however if it is not possible to restore the Service within the period set out in the Service Level Agreement Digicel shall be entitled to terminate the Service on fourteen (14) days' notice in writing and shall not be liable to the Customer for any loss of use or any damages arising from the interruption of Service so occasioned.

## 3. ACCESS TO AND PREPARING THE PREMISES

**3.1** The Customer shall, at its own expense, provide and prepare the Premises according to any reasonable instructions given by Digicel and shall provide Digicel with reasonable access including wayleaves, building and planning permission and other authority to access or use all parts of the Premises for the purpose of line testing, surveys, installation and maintenance of Digicel Equipment.

**3.2** On completion of any modifications or alterations to the Premises reasonably required by Digicel to prepare the Premises for the provision of the Service, the Customer will also be responsible for making good any damages reasonably arising from Digicel's modifications and/or alterations unless such damages are caused by the negligence of Digicel's servants or agents.

**3.3** The Customer agrees to meet Digicel's reasonable safety and security requirements in relation to the use of Digicel Equipment and the Service.

**3.4** The Customer agrees to provide, at its expense, a suitable place, conditions and support for Digicel Equipment and Service including all necessary trunking, conduits and cable trays in accordance with relevant installation and use standards and where required a continuous mains electricity supply and connection points.

## 4 DIGICEL EQUIPMENT

**4.1** To enable the installation and use of Digicel Equipment on the Premises, the Customer will, where necessary provide Digicel with a detailed site map marking the location of Digicel Equipment on the Premises and by provision of this detailed site map shall be deemed to have confirmed that Digicel Equipment does not damage or interfere with either the equipment or services of the Customer or any third party;

**4.2** Title in any equipment which Digicel installs on the Premises or provides to the Customer remains with and belongs with Digicel unless the Customer has paid Digicel for any such equipment in which case title passes to the Customer on receipt of such payment.

**4.3** The Customer must not nor permit any other person to add or attach to, modify or in any way interfere with Digicel Equipment and will be liable to Digicel for any loss of or

damage to Digicel Equipment on the Premises, except where such loss or damage is due to fair wear and tear, Acts of God, or is caused by the negligent or willful act or omission of Digicel its agents, employees or subcontractors.

**4.4** The Customer shall not be authorized to carry out maintenance and repair of Digicel Equipment.

## 5 ACCESS AND SITE REGULATIONS

**5.1** The Customer hereby indemnifies and agrees to keep Digicel indemnified against all costs, damages, losses, proceedings, claims and other liabilities incurred by Digicel howsoever arising from any installation done without permission of the owner(s) of adjoining premises where clause 5.4 hereof was not complied with, and the relevant planning authorities and/or any damages to the Premises arising from the installation thereon save where such costs, damages, losses, proceedings, claims, and other liabilities shall have arisen by reason of the negligence and/or willful default of Digicel, its servants and/or agents.

**5.2** Digicel will observe all reasonable Site Regulations of the Customer, copies of which should have been previously advised in writing to Digicel. In the event of any conflict between the Site Regulations and these Conditions, Digicel shall proceed with the installation only upon receipt of the Customer's written authorization to do the installation in accordance with these Conditions and waiving adherence to the Site Regulations.

**5.3** During the installation of the Digicel Equipment on the Premises, and any maintenance thereof, the Customer will provide a suitable and safe working environment for Digicel, its servants and agents.

**5.4** Where it is necessary to lay, install, maintain or remove cables, lines, equipment or to otherwise acquire access, wayleave, or permission to traverse premises not owned or in the possession and control of the Customer, the Customer shall be obliged to secure all necessary approvals from the relevant persons, including owner, landlord, or their agents to enable Digicel to carry out its installation and provision of Service to the Premises.

## 6 DIGICEL'S RESPONSIBILITIES

**6.1** Prior to Operational Service Date, Digicel may perform a survey of the Premises and shall, if it considers it necessary, inspect the Customer Premises Equipment.

**6.2** Unless Digicel notifies the Customer otherwise, Digicel will be responsible for obtaining and providing any direct access line needed to provide the Service between the several Premises specified on the Service Request Form hereto. Unless Digicel notifies the Customer otherwise, Digicel will also provide any equipment necessary to remotely monitor and maintain each access line.

**6.3** Digicel will manage traffic flows within the Network and any failure of Digicel Equipment, Customer equipment managed by Digicel, and all hardware, software or leased lines within the Network. Digicel will endeavor to remedy any such failure as soon as reasonably practicable and in accordance with the priority levels as set out in the Service Level Agreement. Digicel hereby undertakes to manage the Network 24 hours a day, 365 days per year and operate a Helpdesk for reporting and advising on faults within the Network.

**6.4** Digicel will use all reasonable endeavours to schedule Planned Maintenance in accordance with the Customer's requirements. Except in the case of an Emergency, Digicel shall give fourteen (14) days notice to the Customer of any scheduled Planned Maintenance.

**6.5** Digicel shall be responsible for the maintenance and repair of Digicel Equipment on the Premises and will respond to and repair reported faults for which is it responsible on the priority levels set out in the Service Level Agreement hereto.

**6.6** Digicel shall not be responsible for telecommunications data routed over the PSTN or Other Networks once the data has been handed over to those networks.

**6.7** Digicel shall not be responsible for any component of the Services provided to or by third parties eg. Onward transmission from the Digicel network.

**6.8** Digicel does not guarantee service availability in all areas. Actual speeds will depend on several factors including customer location, computer performance and configuration, network or internet traffic, websites accessed. Speed of service uninterrupted and/or error free service is not guaranteed.

## 7 CUSTOMER'S RESPONSIBILITIES

**7.1** The Customer undertakes:

**7.1.1** To inform Digicel of existing facilities which run the risk of being damaged during the installation and

connection of Digicel Equipment on the Premises and provision of the Service;

- 7.1.2** To make available to Digicel, at no charge, access to the Customer Premises Equipment as well as space and other resources as are reasonably required by Digicel to enable Digicel to provide the Service;
- 7.1.3** To use the Service strictly in accordance with instructions provided by Digicel and to promptly pay all charges relating thereto at the time and place and in the manner set out herein;
- 7.1.4** Not to use the Service in a manner that would jeopardize the operation of the Network, the network of any Digicel customer, or other third party.
- 7.1.5** Not to interfere with any labels or warnings affixed to the Digicel Equipment
- 7.1.6** Not to use the Service in a manner which would result in Digicel being in breach of any agreement between Digicel and any public telecommunications operator which has been notified in writing by Digicel to the Customer or any license, legislation or authorization applicable to the operations of Digicel;
- 7.1.7** To permit Digicel to examine, test or repair the Digicel Equipment on the Premises at all reasonable times;
- 7.1.8** Not to create or permit any charges, pledges, liens or encumbrances of any kind to be created in respect of Digicel Equipment on the Premises;
- 7.1.9** To be responsible for the maintenance of all Customer Premises Equipment and not to alter, modify or remove same without first obtaining the approval of Digicel;
- 7.1.10** To promptly report faults in the Service to the Helpdesk facility provided by Digicel;
- 7.1.11** To inform Digicel of any change of name, civic or electronic mail addresses and/or telephone number of the Customer.
- 7.1.12** To bear all costs relating to the provision of commercial power to the Customer's Premises and the Digicel Equipment and relating to the provision of additional infrastructure such as pole mounts, bases, grounding equipment required to facilitate the installation of the Digicel Equipment.
- 7.1.13** To not authorize, agree to and/or permit any unauthorized connection from the Premises and the Digicel Equipment or transmit and/or distribute the Service or any signals or benefits therefrom via any unauthorized device or unauthorized connection to any location whether on or off the Premises.
- 7.2** The Customer acknowledges that:
- 7.2.1** It is ultimately responsible for the security of its equipment and any and all activity that originates from its internet circuit and account services regardless of its knowledge of and consent to such activity.
- 7.2.2** In the event of activity which could be considered excessive, deliberately or otherwise abusive or in violation of Clause 8.2 hereof, Digicel shall be entitled to suspend and/or terminate the Service and all other Digicel services on the expiration of reasonable notice, such notice not to exceed twenty-four (24) hours and to cease all such activity where the Customer has failed or neglected to cease the activity notified. Digicel reserves the right, acting reasonably, at its sole discretion, to make a determination of what constitutes abuse and the Customer agrees that Digicel's determination is final and binding on it.
- 7.2.3** All connections to and from the Network to the Premises must be made by or with the prior written consent of Digicel.

## **8. USE OF THE SERVICE**

- 8.1** Customer hereby indemnifies and agrees to keep Digicel indemnified against all costs, damages, losses and other liabilities which it incurs howsoever arising out of any and all claims by any third party in connection with the Service, because: **8.1.1** The Service is used in breach of the provisions of Clause 7; and/or
- 8.1.2** The Service is faulty and/or cannot be used by that third party.
- 8.2** The Customer is prohibited from doing the following:
- 8.2.1** Violating system or network security including but not limited to:
- 8.2.1.1** Gaining or seeking to gain unauthorized access to or use of data, systems or networks, including any attempt to probe, monitor, scan or test the vulnerability of a system and / or network or to breach security or authentication measures without express authorization of the owner of the system or that network.
- 8.2.1.2** Interference with service to any internet user, host or network including, but not limited to, mail-bombing, packet flooding, deliberate attempts to overload a system and broadcast attacks.
- 8.2.1.3** Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
- 8.2.1.4** Sending unsolicited mail messages (SPAM), including, without limitation, commercial advertising and informational announcements.

## **9. INTELLECTUAL PROPERTY RIGHTS**

**9.1** In the event that Digicel provides the Customer with software to enable the Customer to use the Service:

- 9.1.1** Digicel hereby grants the Customer a nonexclusive non-transferable license to use the software for that purpose; and
- 9.1.2** The Customer shall not copy nor, except as permitted by law, decompile or modify the software in any way or copy any

accompanying manuals or documentation without Digicel's prior written consent.

## **10. INTELLECTUAL PROPERTY RIGHT INFRINGEMENT**

- 10.1** Digicel hereby agrees to indemnify the Customer against all fees, losses, liabilities and damages incurred by the Customer arising from all and any claims that the provision of the Service has infringed the intellectual property rights of a third party provided that the Customer:
- 10.1.1** Notifies Digicel promptly in writing of any allegation of infringement;
- 10.1.2** Makes no admission relating to the alleged infringement;
- 10.1.3** Permits Digicel to conduct and settle, if appropriate, all negotiations and proceedings in respect of any such claims; and
- 10.1.4** Provides Digicel with all reasonable assistance in investigating, defending and settling the claim (Digicel will reimburse the Customer's reasonable expenses in respect of any assistance specifically requested by Digicel).
- 10.2** The indemnity in this clause does not apply to alleged infringements occasioned by use of the Service in conjunction with apparatus or software not supplied by Digicel or to infringements occasioned by the Customer in which case the Customer hereby indemnifies and agrees to keep Digicel indemnified against all fees, losses, damages and liabilities incurred by Digicel howsoever arising from all such alleged infringements.

## **11. CONFIDENTIALITY**

- 11.1** The parties hereto hereby agree to treat as confidential all information which they obtain or receive in the performance of this Agreement ("Confidential Information"). The parties hereto agree not to disclose any Confidential Information without the prior written consent of the other party hereto.
- 11.2** Clause 11.1 does not apply in respect of:
- 11.2.1** Any information which is in the public domain otherwise than by means of a breach of this Agreement or any other confidentiality obligation;
- 11.2.2** Information lawfully already in the possession of the recipient;
- 11.2.3** Information lawfully obtained from a third party; and
- 11.2.4** Information which a party hereto is required by law to disclose.
- 11.3** The parties hereto agree to use the Confidential Information only for the purposes of this Agreement.
- 11.4** If a party hereto is required by law to disclose Confidential Information, it shall so far as reasonably practicable if provided by law consult with the other party hereto and provide it with an opportunity to oppose the disclosure and/or otherwise agree the timing and content of any such disclosure.

## **12. CHARGES, PAYMENT TERMS AND DEPOSITS**

- 12.1** Digicel reserves the right to adjust the Charges and shall provide Customer with written notice of such price adjustments at least 30 days prior to the date any such price adjustment is to become effective.
- 12.2** Unless otherwise specified, all charges set out in Service Request Form are exclusive of any connection charges.
- 12.3** Charges are payable as and from the Operational Service Date.
- 12.4** Charges for the provision of the Service, are payable on a monthly basis unless otherwise revised by Digicel and notified to the Customer.
- 12.5** Rental charges for access lines are payable on a monthly basis unless revised by Digicel and notified to the Customer.
- 12.6** Charges for installation of access lines are payable on the Operational Service Date.
- 12.7** Where Digicel carries out an investigation of faults on the Digicel Equipment which are reported by the Customer, and no faults are identified, or if identified, are attributed to the Customer's acts or omission, Digicel reserves the right to invoice the Customer reasonable costs of carrying out the investigations and repairs and the Customer shall pay the costs within thirty days of the date of the invoice.
- 12.8** All charges shall be paid within 30 days from the date of Digicel's invoice.
- 12.9** Digicel reserves the right and will charge interest on overdue amounts at a rate of 5% per annum over the prime lending rate as instructed by the Central Bank of Guyana. We are not liable for any loss or damages suffered because of the use of, or failure in any bill payments services. We

are in no way obligated to provide the Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payments terms and/or restrict your service/feature types, prior to restoration of the service.

- 12.10** Digicel may, at any time, require the Customer to pay a deposit or provide or procure a guarantee as security for payment of future invoices.

## **13. LIMITATION OF LIABILITY**

- 13.1** Digicel shall not be liable to the Customer in contract, tort (including negligence) or otherwise for direct or indirect loss of profits, business or anticipated savings or for any indirect or consequential loss or damage whatsoever or for any failure of interruption of the Service for whatever reason.
- 13.2** Notwithstanding anything else herein Digicel's liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement or the provision by it, of the Service to the Customer for any one incident or series of related incidents in any calendar year shall be limited to the money paid to Digicel by the Customer for the Service in the twelve months immediately preceding the event or circumstances giving rise to such liability.

## **14. INDEMNITY**

- 14.1** The Customer hereby indemnifies and agrees to keep Digicel indemnified against any costs, damages or losses or other liabilities incurred by it arising from or in connection with any claims for loss, damage, costs, expenses, injury or death to its servants, agents and third parties howsoever arising (whether directly or indirectly) out of or in connection with any act of the Customer in relation to its use of the Service and or the breach of any of the Customer's obligations hereunder save where such costs, damages, claims, losses or other liabilities shall have arisen by reason of the negligence and/or willful default of Digicel, its servants and/or agents.

## **15. FORCE MAJEURE**

- 15.1** If a party hereto (the "Affected Party") is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event:
- 15.1.1** The Affected Party's obligations under this Agreement will be suspended while the Force Majeure Event continues to the extent that it is so prevented, hindered or delayed;
- 15.1.2** As soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other party hereto of the Force Majeure Event, the date the Force Majeure Event started and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
- 15.1.3** As soon as reasonably possible after the end of the Force Majeure Event, the Affected Party shall notify the other party hereto that the Force Majeure Event has ended and resume performance of its obligations under this Agreement.
- 15.2** Nothing in clause 15.1 shall relieve the Customer of its payment obligations hereunder.
- 15.3** If the Force Majeure Event continues for more than three months a party hereto may terminate this Agreement by giving not less than fourteen days written notice to the other party hereto.
- 15.4** For the purposes of this Agreement, a Force Majeure Event means: fire; flood; lightning; explosion; war; strike; embargo; labour dispute; government requirement; civil or military authority; curfews or states of emergency, act of God or nature; inability to secure materials or transportation facilities; act or omission of carriers or suppliers; acts or failures to act of any governmental or competent authority, or any other causes beyond the reasonable control of a party hereto, whether or not similar to the foregoing.

## **16. ESCALATION AND DISPUTE RESOLUTION**

- 16.1** If any dispute or difference of any kind whatsoever arises between the parties hereto in relation to this Agreement or the provision of the Service, the parties hereto will use their reasonable endeavors to settle the dispute as soon as possible in accordance with the escalation matrix set out in the Service Level Agreement hereto as amended by agreement from time to time.
- 16.2** In the event that a dispute between the parties hereto is not settled under the said escalation matrix within sixty days of the event giving rise to the dispute occurring, then the matter may be referred by either party hereto to arbitration pursuant to the Arbitration Act of Guyana.

## **17. SUSPENSIONS**

- 17.1** Digicel reserves the right to suspend the provision of the Service:

**17.1.1** In the event of an Emergency or to comply with a request of an emergency organisation;

**17.1.2** In the event that the Customer fails to comply with the provisions of this Agreement;

**17.1.3** In the event that Digicel is unable to obtain a telecommunications service on terms satisfactory to it; or

**17.1.4** To comply with any law, regulation, court order or other governmental request or order;

**17.2** In the event that the Service is suspended due to a breach by the Customer of this Agreement, the Customer shall continue to pay to Digicel the monthly rental charges for the access line(s)/circuit(s).

## **18 TERMINATION**

**18.1** The Customer may terminate this Agreement at any time before the Operational Service Date, however if Digicel has already installed the Digicel Equipment at the Premises the Customer shall only be required to pay an installation charge and the costs incurred by Digicel in preparation for installation of the Service. The Customer shall within fourteen (14) days of its request provide Digicel with reasonable access to the Premises for the purpose of removing any Digicel Equipment.

**18.2** After the Operational Service Date, the Customer can only end this Agreement as set out in this Clause 18.

**18.3** After the Operational Service Date, either party hereto may terminate this Agreement upon three (3) months' notice in writing to the other party hereto. If the Customer terminates this Agreement within the Minimum Period or Initial Period, the Customer shall pay Digicel the Termination Charge. For the avoidance of doubt, the Customer shall pay to Digicel the Charges that would have been due for the remainder of the Initial or Minimum Period.

**18.4** Either Party may terminate this Agreement immediately on giving notice in writing to the other party hereto, if the other:

**18.4.1** commits a breach of this Agreement that is capable of remedy and fails to remedy that breach within 30 days of a written notice from the other party hereto to do so;

**18.4.2** commits a breach of this Agreement which, in the opinion of the non-defaulting party hereto, cannot be remedied;

**18.4.3** is repeatedly in breach of this Agreement; or

**18.4.4** is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors, or if it goes into either voluntary (otherwise than for the purposes of a solvent reconstruction or amalgamation), or compulsory liquidation or a receiver, examiner or administrator is appointed over its assets, **PROVIDED** that where Digicel terminates within the first year of the Minimum Period pursuant to this subclause, the Customer shall be liable to pay the Termination Charge and where the Customer terminates within the said period pursuant to this subclause Digicel shall not be entitled to the Termination Charge.

**18.5** In the event Digicel is unable to obtain a telecommunications service on terms satisfactory to it, Digicel shall be entitled to terminate this Agreement by serving one month's notice on the Customer.

**18.6** Any termination of this Agreement shall be without prejudice to the rights of either party hereto accrued before the date thereof.

**18.7** Following termination of this Agreement:

**18.7.1** The Customer shall make appropriate arrangements with Digicel for Digicel to remove from the Premises Digicel Equipment;

**18.7.2** Any information which has been furnished to one party hereto by the other party hereto shall be returned to that party, deleted, destroyed or expunged, as appropriate.

**18.8** In the event that this Agreement is terminated and any alteration of the Premises has taken place in order to facilitate the provision of the Service, the Customer shall be responsible for restoration of the Premises.

## **MISCELLANEOUS**

### **19 Waiver, release and remedies**

**19.1** A waiver by either party hereto of any remedy, right, power, breach, or by the other party hereto of any of the terms, provisions or conditions of this Agreement or the acquiescence of either party hereto in any act (whether commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such remedy, right, power, term, provision or condition or an acquiescence to any subsequent act contrary thereto.

### **20 Assignment/Subcontracting**

Neither Party may assign or otherwise transfer any of its rights and obligations under the Services Agreement without the prior written consent of the other Party which shall not be unreasonably withheld or delayed. However, Digicel may assign, or otherwise transfer any of its rights under the

Services Agreement to any company within the Digicel Group without the consent of the Customer.

## **21 Whole Agreement**

This Agreement supersedes all prior representations, arrangements, understanding and agreements between the parties hereto (whether written or oral) relating to the subject matter hereof and sets forth the entire and complete understanding between the parties hereto relating to the Service. The Customer warrants that it has not relied on any representation, arrangements, understanding and agreements between the parties hereto (whether written or oral) not expressly set out or referred to in this Agreement.

## **22 Governing Law and Jurisdiction**

The laws of will apply to this Agreement and any dispute hereunder will be settled in the courts of Guyana