

## DIGICEL WEBSITE TERMS OF USE

These Digicel Website Terms of Use (the "Terms") apply to you and govern your use of the Digicel website (the "Website"). You should read these Terms carefully before using the Website.

"We" or "us" means **Digicel Caribbean Limited**, a company registered under the laws of St. Lucia with registered offices at One Welches, Welches, St Thomas Barbados. References to "we", "our", "us" and "Digicel" in these Terms also include our subsidiaries and affiliates ("Affiliates") from time to time.

"You" means the person accessing or using the Website or viewing its Content (and "your" shall have the same meaning).

"Content" means information, audio, radio, podcasts, text, files, images, video, sounds, musical works, works of authorship, materials, applications, software, product names, company names, trade names, logos, designs, and any other materials or content.

"Use" or "using" in these Terms means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Website, transmit, receive or exchange data or communicate with the Website, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Website, for any purpose whatsoever.

By using the Website, whether occasionally, frequently or permanently, or by otherwise indicating your consent, you agree to be legally bound by these Terms. If you are a Digicel customer, you are also bound by the terms and conditions of your prepaid or postpaid service, our Digicel Online Shop/ E-commerce Terms and Conditions for your country, and any other terms that apply to your plan or service ("Additional Terms"). If any provision of these Terms conflicts with any term in any Additional Terms, the Additional Terms prevail. If you are a Digicel service provider, dealer, agency, contractor, or an employee of any Digicel entity, your use of the Website may also be subject to your binding agreement with Digicel, and if any provision of these Terms conflicts with any term in your agreement with Digicel, the term of your agreement with Digicel applies.

If you do not agree to or accept any of these Terms, or if you are under the age of eighteen (18) and using the website without parental supervision, you should stop using the Website immediately.

You may not transfer or assign any obligations or responsibilities arising from these Terms to third parties in any way whatsoever, and may not make any third party a partner to responsibilities written in these Terms and therefore in related legal provisions due to any reason whatsoever.

### 1. WEBSITE DEVELOPMENT INFORMATION

- 1.1. The Website is developed and hosted by Intec Billing Inc (the "Host"), and licensed to us by Squidex UG (haftungbeschränkt) Im Laulesgarten (Squidex) whose registered address is 77654 Offenburg, Germany (the "Licensor").
- 1.2. These Terms are subject to the terms and conditions of our agreement with the Host and Licensor.
- 1.3. Within the scope of your use of the Website, you may have access to and/or enter into contractual relationships with third parties with which the Host and Licensor collaborate.

## **2. DESCRIPTION OF THE WEBSITE**

- 2.1. We operate this Website to provide online access to information about Digicel and the products, services and opportunities we provide.
- 2.2. Additional terms and conditions ("Additional Terms") which are applicable to, and govern, specific promotions, subscriptions, transactions, mobile applications owned, controlled or distributed by Digicel ("Apps") and Content are also posted in particular web pages of the Website, together with these Terms.
- 2.3. If there is a conflict between these Terms and the Additional Terms for an activity which you choose to participate in, the Additional Terms shall govern.
- 2.4. To access the Website, you must have internet access and may be required to register and sign in with a username and password on certain web pages.
- 2.5. This Website is intended for use by those who can access it from within countries in which we or our Affiliates have a business, company or commercial presence (the "Territory"). If you choose to access the Website from a location outside of the Territory, you are responsible for compliance with local laws where they are applicable.
- 2.6. You accept that whether or not you are located within the Territory, the Website or certain Content on the Website may not be available in your country or in your preferred language.
- 2.7. We reserve the right to modify, suspend, remove or disable access to the Website and any Content or other materials that are offered on the Website at any time, without notice. Consequently, we will neither be responsible towards you nor any third party for any modification, suspension, removal or discontinuance of the Website.

## **3. RIGHTS AND OBLIGATIONS**

- 3.1. You shall be solely responsible for all necessary equipment, associated fees and costs incurred by you for connectivity and data usage in relation to your use of the Website.
- 3.2. Your use of the Website is limited to personal, non-commercial use and we may ask you to provide accurate registration information to create an account in order to use the Website or some of its services and features.
- 3.3. If you register to use the Website, you are responsible for maintaining the confidentiality and security of your account identification and password information, and for restricting access to your devices. You agree to accept responsibility for all activities that occur under your username and password and to notify us immediately if the confidentiality of your username or password is compromised.
- 3.4. You agree to not: a) use any device or software to interfere or attempt to interfere with the proper working of the Website, including but not limited to disrupting or

intercepting it; b) use any robot, spider, other electronic device, automatic, or manual process besides any sharing capabilities available on the Website, to hack, monitor or copy the Website or any Content published on it; c) use the Website in any way that may cause harm to it or have a detrimental impact on our users' experience; or d) use the Website in any other way that is inconsistent with these Terms.

- 3.5. When communicating with our customer care agents, you agree not to use any defamatory, threatening, obscene, or harmful language or language which would violate or infringe, in any way, the rights of others (including intellectual property rights, rights of confidentiality, or rights of privacy) or cause distress or inconvenience or which does not comply with all relevant laws. You must not express opinions that are vulgar, crude, sexist, racist or otherwise offensive or discriminatory.
- 3.6. You have the right to terminate or cancel your registration on the Website at any time by submitting your request for termination through the means provided on the Website.
- 3.7. We have the right to immediately prevent you from accessing the Website, terminate or suspend your account or otherwise limit or restrict your use of our services if we determine, in our sole discretion, that you have provided incomplete or incorrect registration information, breached these Terms or any Additional Terms on the Website or have otherwise been engaged in conduct which we determine in our sole discretion to be unacceptable.
- 3.8. We may limit the number of times you can visit or log in to the Website within a certain period of time. We also reserve the right, in our sole discretion, to terminate your access to the Website, or any portion thereof, at any time, without notice.
- 3.9. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy notice, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.
- 3.10. Our privacy notice is available on our website at [www.digicelgroup.com](http://www.digicelgroup.com)

#### **4. PROHIBITED USE**

You agree not to:

- (a) use the Website or its Content for any purpose that is unlawful or prohibited by these Terms of Use;
- (b) resell any aspect of the Website, or products or services available on it;
- (c) bypass or circumvent measures we may use to prevent, interfere, or limit access to the Website or any Digicel network;
- (d) use the Website to send altered, deceptive or false source-identifying information;
- (e) use the Website to intercept, collect or store personal information about other users;
- (f) spam other users or take other actions that may affect the operation or enjoyment of the Website by other users;
- (g) access, monitor or copy any Content or information on the Website using any robot, spider, scraper or other automated means or any manual process;

- (h) decompile, disassemble or reverse engineer any of the software or Content used in any part of the Website or any Digicel network;
- (i) send a virus or use any malicious programs or techniques in connection with the Website;
- (j) overload or crash the Website or any Digicel server or network;
- (k) engage in excessively high-volume data transfers or bandwidth use, including, without limitation, by hosting a web server, internet relay chat server or any other server via use of the Website; or
- (l) infringe the copyrights or intellectual property rights of others.

## **5. INTELLECTUAL PROPERTY RIGHTS**

- 5.1. The Website contains Content belonging to us, our Affiliates, licensors or assignors.
- 5.2. The Website and its Content are protected by copyright, trademark, patent, trade secret and other laws and we own and retain all rights in the Content and the Website. We hereby grant you a limited, revocable, non-sublicensable, non-transferable right to access and use the Website, and view the Content. Nothing in these Terms grants you any legal rights in the Website other than is necessary to enable you to use the Website and view its Content.
- 5.3. Except as provided in this Agreement or as explicitly allowed in any Additional Terms on any of our applicable services, you shall not copy, download, capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available or otherwise engage in unauthorized use of any Content contained in or through the Website.
- 5.4. Except as explicitly and expressly permitted by us, you are strictly prohibited from creating works or materials (including but not limited to fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the Content. This prohibition applies regardless of whether such derivative works or materials are sold, bartered or given away.
- 5.5. You shall not, either directly or through the use of any device, software, internet website, web-based service or other means, remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notice marked on the Content contained on the Website or any digital rights management mechanism, device, or other protection, copy control, or access control measure associated with the Content, including geo-filtering mechanisms.
- 5.6. If you become aware of any unauthorized use, distribution or commercial exploitation of any Content on the Website, you agree to notify us immediately.

## **6. DIGITAL SERVICES AND APPS**

- 6.1. This Website may offer promotions, products and services on the Website or through other Apps (the "Digital Services"), which are governed by the Additional Terms presented in connection with the applicable Digital Service and App.
- 6.2. Digital Services may be provided at no charge to you or may be available for a fee, as provided in the applicable Additional Terms, including, but not limited to, the terms presented to you in connection with your download of the Apps, or registration, subscription or participation in such Digital Service.

- 6.3. In addition, our standard messaging rates and other messaging, data and other rates and charges may apply to certain Digital Services. You should check with us to find out what plans and bundles we offer and how much they cost.
- 6.4. In addition, the use or availability of certain Digital Services may be prohibited or restricted by us, based on factors including but not limited to your geographical location and your mobile account status, and not all Digital Services may work with all wireless carriers or devices.
- 6.5. You may check with us to find out if the Digital Services are available for your wireless device, and what restrictions, if any, may be applicable to your use of such Digital Services.
- 6.6. If you change or deactivate your wireless telephone number, you agree to promptly update your account information, or otherwise notify us that the wireless telephone number is no longer associated with you and identify such wireless phone number.
- 6.7. You are solely responsible for any wireless service charges incurred by you or by a person that has access to your wireless device, telephone number, or email address using any Digital Services.

## **7. ONLINE SHOP**

- 7.1. You may use the Website to securely purchase and sign up for our products and services.
- 7.2. Products and Digital Services that may be purchased on the Website include SIM cards, devices and accessories, as well as credit, data, bundles, and subscriptions.
- 7.3. You may use the Website to request to port your number so that you may switch to Digicel from another network without having to change your phone number and to sign up for our prepaid or postpaid services.
- 7.4. You agree to provide correct and complete debit or credit card information to purchase any product or service using on the Website and to never use another person's credit or debit card or personal data without their express permission.
- 7.5. From time to time, you may receive a promotional code provided by or on behalf of Digicel redeemable for certain discounts, promotions or offers ("Codes").
- 7.6. Such Codes may be non-transferable and may have an expiration date, as well as other limitations and restrictions identified by a promotion. Codes may be found on or in product packaging, through our internet and other digital promotions, on brochures, notices (electronic, online, TV, radio), or other materials.
- 7.7. A Code may only be entered once unless otherwise expressly permitted by Digicel.
- 7.8. We are under no obligation to release, continue to release, honour, or maintain any Codes or maintain any services or features provided through Code redemption.
- 7.9. Digicel reserves the right to limit, modify, or discontinue services and features accessed by Codes for any reason even after such service/feature has been redeemed, at our discretion and without prior notice to you.
- 7.10. Digicel does not warrant that all information and Content on the Website regarding products, services, promotions and other information are accurate, complete, or current. Despite our efforts, items on the Website may be mispriced and promotion, product and service descriptions may be inaccurate. Digicel reserves the right to correct any errors, inaccuracies or omissions on the Website, to revoke any offer, to cancel your order, and to take any other actions it deems reasonable or necessary to rectify an error, regardless of whether charges have been applied to your account

or credit card. We do not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

## **8. SUBMISSIONS**

- 8.1. The Website may have features that let you submit Content or communicate with Digicel, other users, and the general public, such as email, posting comments, reviews or ratings, participating in customer service or other chats or forums, and uploading files.
- 8.2. Any questions, comments, and other Content you submit via the Website are referred to here as "Submissions" and we reserve the right to review, refuse to publish, and delete any Submissions that do not comply with these Terms at any time, at our discretion.
- 8.3. You agree to only post, upload, submit, or request Submissions that are appropriate and related to the purpose of the Website and you represent that you own or control all of the rights necessary to grant the licenses and sublicenses to your Submission as described in these Terms.
- 8.4. By posting Submissions that contain images, photographs, pictures or that may otherwise be graphical in whole or in part ("Images"), you represent that each person depicted in any Image, if any, has provided consent to the distribution, public display and reproduction of any Image.
- 8.5. You are fully responsible for any damage or harm resulting from your Submissions, and we assume no liability for Submissions posted or submitted by you or other users.
- 8.6. You must not post, upload, submit or request any Content that is:
  - (a) is unlawful, defamatory, obscene, for adults only, pornographic, indecent, lewd, suggestive, harassing, threatening, intimidating, abusive, inflammatory, disturbing or fraudulent;
  - (b) contains any private or personal information of a third party without such third party's consent or other lawful bases, or which may damage any third party's private life, personality or rights;
  - (c) is discriminatory in any way, including based on gender, religion, race, skin colour, language, sexuality, ethnicity, class, or disability;
  - (d) contains drug use or substance misuse;
  - (e) contains or is related to self-injury (self-inflicted cutting, suicide related content, etc.);
  - (f) includes the Likeness of a minor without permission from that minor's parent or guardian;
  - (g) would constitute, encourage, or provide instructions for a criminal offense, violation of the rights of any third party or otherwise create liability or violate any local, state, national or international law;
  - (h) contains or depicts any statements, remarks or claims that do not reflect your honest views and experiences;
  - (i) impersonates, or misrepresents your affiliation with, any person or entity;
  - (j) contains any promotions, political campaigning, advertising, commercial content or solicitations which are illegal or contrary to general ethics and the order of society;
  - (k) contains any viruses, corrupted data or other harmful, disruptive or destructive files or content;
  - (l) may be subject to any legal, administrative, or penal proceeding, sanction or demands; or

- (m) is, in Digicel's judgment, objectionable, contrary to general ethics and the order of society, or restricts or inhibits any other person from using or enjoying the Website, or that may expose Digicel or others to any harm or liability of any type.
- 8.7. For any Submission you post, upload, submit or request via the Website, you grant Digicel a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to (i) use, reproduce, modify, adapt, publish, translate, transmit, create derivative works from, distribute, disclose and publicly display and perform your Submission for commercial purposes throughout the world in any media now known or later developed; and (ii) publish the name that you submit in connection with your Submission, in Digicel's sole discretion.
- 8.8. You agree that you have no recourse against Digicel for anyone's infringement, misuse or violation of any right you may have in your Submissions, and you irrevocably waive any "moral rights" in your Submissions.
- 8.9. You irrevocably agree that Digicel can pursue claims against anyone who violates Digicel's rights in the Submissions.
- 8.10. You acknowledge that we assume no responsibility for the deletion of, or failure to store or otherwise provide access to Submissions submitted by you or others.
- 8.11. No compensation will be paid with respect to the use of your Submission as provided in these Terms.
- 8.12. By submitting your email address in connection with your Submission, you agree that Digicel and its third-party service providers may use your email address to contact you about the status of your review and other administrative purposes.
- 8.13. If you are under the age of 18, we will honour your request to remove any Submission you previously posted, uploaded, or submitted on the Website.

## **9. HYPERLINKS AND THIRD-PARTY SITES AND APPS**

- 9.1. We may enable access to our other services, websites and Apps as well as third-party services, websites and apps. You access these at your own discretion and risk. We are not liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any Content, goods or services available on or through any such services, websites or apps.
- 9.2. The display of any hyperlink and reference to any third-party service, site or app does not mean that we endorse that third party's products, services, website or app.
- 9.3. Your use of a third-party app may be governed by the terms and conditions of that third-party app. We strongly advise you to read the terms and conditions and privacy policies of any third-party services, websites or apps that you visit.
- 9.4. We do not control, and are not responsible or liable for, any privacy practices, policies, Content, advertising, products or services on, associated with, or available from such third-party websites or apps, nor for any damage, loss or offence caused, or alleged to be caused, by or in connection with your use of or reliance on any Content, advertising, products or services available on or available from such third-party websites or apps.
- 9.5. Any dealings between you and any advertisers or third-party merchants found on or via the Website, including payment for and delivery of products, services and any other terms, conditions, warranties or representations, associated with such dealings, are solely between you and the relevant advertiser or merchant. You agree not to hold us liable for any loss or damage of any kind incurred as the result of any such dealings.

## **10. INDEMNIFICATION AND WAIVER**

- 10.1. You agree to hold harmless, and fully indemnify, us and our Affiliates, directors, shareholders, employees, licensors, contract staff, partners, agents and customers that display their marks in conjunction with us, from any claims, causes of action, demands, losses, expenses, damages, penalties or other costs, including but not limited to reasonable attorney's fees, brought by third parties as a result of your use, misuse, or inability to use the Website, the services, or the Content, any Submission made by you, or any violation by you of these Terms.
- 10.2. You agree to refrain from taking any action or issuing any claim against us and our Affiliates, directors, shareholders, employees, or agents with respect to our use of the Website or any action undertaken by us in which we have removed any information or Content, or taken any other action during the investigation of a suspected violation.

## **11. WARRANTY AND LIMITATION OF LIABILITY**

- 11.1. The Website is provided "as is" and without warranty or covenants of any kind, whether express, implied or statutory, as to any Content or information included on, downloadable from, or otherwise accessible via the Website, or any products or services available for purchase via the Website, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, accuracy, completeness, reliability and non-infringement.
- 11.2. We do not guarantee, represent or warrant that your access to the Website will be uninterrupted, error-free, free from unauthorized access, or operable at all times or during any down time (a) caused by outages to any public internet backbones, networks or servers; (b) caused by any failures of your application, equipment, systems or local access services; (c) for previously scheduled maintenance; or (d) relating to events beyond our control including but not limited to strikes, riots, insurrection, fires, floods, explosions, war, governmental action, labour conditions, earthquakes, natural disasters, or interruptions in Internet services to an area where our or your servers are located.
- 11.3. We cannot and do not guarantee or warrant that files available for downloading through the Website will be free of infection by software viruses or other harmful computer code, files or programs.
- 11.4. We do not authorize anyone to make any warranty of any kind on our behalf and in no event shall we, our Affiliates, directors, shareholders, employees, licensors, contract staff, partners, officers or agents be liable for any damages whatsoever, including, but not limited to any incidental, consequential, special, exemplary or other damages directly or indirectly arising out of: (a) the use of or unavailability of the Website; (b) any action taken in reliance on, or response to, any Content or information published on the Website; (c) any transaction facilitated by or conducted via the Website, (d) any claim attributable to errors, omissions or any inaccuracy in the Content; (e) any unauthorized access to or use of your account or alteration of your data or (f) any other matter in connection with the Website, however caused, even if we have been advised of the possibility of such damages.



- 11.5. The only warranty applicable to the products available for purchase on the Website is a warranty provided by the product manufacturer(s), which is either included with the product itself or can be obtained from the manufacturer(s).
- 11.6. We are not liable for any harm caused or related to the theft or misappropriation of your username or password, disclosure of your username or password, or your authorization of anyone else to use your username or password. You agree to immediately notify us if you become aware of or believe there is or may have been any unauthorized use of (or activity using) your username or password or any other need to deactivate your username or password due to security concerns.

## **12. MODIFICATIONS TO THE TERMS**

- 12.1. We reserve the right to revise these Terms, at any time and from time to time, for any reason in our sole discretion by posting an updated Digicel Website Terms of Use without advance notice to you. We shall post or display notices of material changes on the Website's homepage and/or otherwise on the Website and/or e-mail you or notify you upon login about these changes; the form of such notice is at our sole discretion. Once we post them on the Website, these changes become effective immediately and, if you use the Website after they become effective, it will signify your agreement to be bound by the changes. You should check back frequently and regularly review the Terms, including, but not limited to, any Additional Terms and the Privacy Policy, so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.
- 12.2. We reserve the right to change the prices and rates for our services, and when doing so we shall provide you with reasonable notice, of at least 7 days prior to such change, on the Website or through such communication as we consider appropriate. If any of the changes made are deemed unacceptable to you, you may unsubscribe or stop using the Website immediately.

## **13. DISPUTE RESOLUTION AND OTHER TERMS**

- 13.1. These Terms, your use of this Website and any other website of ours are governed by the laws of Barbados and both you and us hereby submit to the non-exclusive jurisdiction of the courts of Barbados.
- 13.2. Any dispute or claim relating to or in connection with the execution or enforcement of these Terms or use of the Website, including without limitation, any dispute regarding the validity, interpretation, enforceability or breach of which, will be finally resolved by the competent judicial authorities established in Barbados.
- 13.3. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights.
- 13.4. If any of these Terms is determined to be invalid or otherwise unenforceable by reason of the application of any law, such provisions shall be severed and deleted from these Terms and the remainder of these Terms shall continue to have full force and effect.
- 13.5. Notices may be sent to the e-mail address or telephone number you provide us with in the case of notices sent by us and to the relevant e-mail address as set out on this Website in the case of notices sent by you. Notices shall be deemed to have been delivered at the confirmed time of sending.

- 13.6. Our failure to enforce strict performance of any part of these Terms does not waive any of our rights.
- 13.7. Digicel may assign its rights and obligations under these Terms to any of its affiliates at any time.

#### **14. CUSTOMER SUPPORT**

For customer support, to report a problem or to send us your feedback, please contact us through the customer support chat feature or visit the “Contact Us” option on the Website.