

# Terms and conditions of your residential Customer Service agreement for Digicel Play Broadband, TV, and Phone services

These terms and conditions set out the agreement between (1) you ('you', 'the customer' or 'your'); and (2) Transact Limited ('us', 'we', 'Digicel', 'Digicel Play' or 'our'); for the provision and use of Digicel Play broadband, phone, and TV service(s).

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 Play 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 Bermuda.

Your subscription for your chosen **service(s)** starts on the date your **service(s)** are installed and successfully activated. The length of the **minimum period, if any**, is what you agreed to when you ordered your Digicel Play 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 the Digicel Play Service for the duration of any **minimum period agreed to**, unless you or we are allowed to end this **agreement** earlier, under the terms and conditions outlined in this **agreement**.

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

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## GLOSSARY

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

### '**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.

### '**Consumer Price Index**'

Conducted by the Business Division of the Department of Statistics of the Bermuda Government, the Consumer Price Index (CPI) is a statistical tool used for measuring changes in the general level of prices of consumer goods and services purchased by private households. It is the appropriate economic instrument to use when determining the effect of changes in retail prices on the average household budget and is one of the most used economic indicators in Bermuda.

### '**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, 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. If you entered into an agreement with us before 31 August 2018 you must keep the **phone service**, the **television service** and the **broadband service** for a period of thirty (30) days from the **service start date** in each case and, in the case of other **service(s)**, for at least thirty (30) days your minimum period. If you entered into an agreement with us from 1 September 2018 onward, you must keep the **phone service**, the **television service** and the **broadband service** for a period of thirty (30) days 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.

**'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 Play website or they can be accessed through the **service(s)**, as updated by us from time to time.

**'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.

**'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

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

**'system'** means Digicel's telecommunications network.

**'phone service'** **'Telecommunications'** Has the fixed same meaning as set out in the Telecommunications Act of Bermuda and as amended from time to time.

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

**'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.

**'Digicel website'** the website at [www.digicelbermuda.com](http://www.digicelbermuda.com) or any other website address we may tell you about.

## A. Obtaining the services

- 1) We shall use reasonable endeavours 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 installation, 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 shall use reasonable endeavours 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. Any applicable installation fee(s) 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 are not required to connect the equipment at your home or otherwise or provide the **service(s)** under 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 in paragraphs A9 and A10 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 us for installation or the **service(s)**.

## **B. About the service(s)**

- 1) General
- a) If you comply with the terms of this **agreement**, we will provide you with the **service(s)**.
  - b) We use our best commercial endeavours to notify you of any changes or additional policies directly using your customer information. Additionally, we will post notification on our website and places of business, at a minimum, when any changes have been made to these documents so please check the Digicel website regularly and read through it carefully. This other policy information may include an 'acceptable use policy' as well as a 'traffic management policy'. We will post notification on our website and places of business, at a minimum, when any changes have been made to these documents.
  - 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 support in compliance with all local laws..
  - d) From time to time, we may let you try certain **service(s)** for free. We also have the right to withdraw these trial **service(s)** at any time and by giving you reasonable notice.
  - e) From time to time, we may supply you with **service(s)** or component part(s) of a **service(s)** for promotional purposes, whether for a charge or otherwise. If the

promotional **service(s)** do not otherwise have a time limitation, we may at any time and by giving you reasonable notice stop such supply or change the promotional **service(s)** 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 **service(s)** , however Digicel Play will make use reasonable endeavours to give you reasonable notice of any withdrawals and changes affecting the **service(s)** where it is possible and appropriate 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 hereby notify you that we may monitor and report viewing habits, monitor and control data volume and/or types of traffic transmitted via the **service(s)** in accordance with our traffic management and acceptable use policies and applicable local laws;

## 2) Digicel TV

- a) In order to receive Digicel's television services you must use the equipment we have provided to you for that purpose (such as a set-top box).A charge may apply for Pay-Per-View **programme(s)**, 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.
- b) You may not cancel a Pay-Per-View **programme(s)** 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.
- c) It is your responsibility to make sure PIN numbers and passwords for Pay-Per-View **programme(s)**, Video on Demand programmes, Personal Video Recording or other Premium Services are used correctly.
- d) 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. Responsibility for adhering to any copyright law will be yours.

### 3) Digicel Broadband

Internet is a best effort service. Specific levels of performance for Internet access and up or down speeds will be provided using Digicel's best commercial efforts. We are cannot be responsible for third party web site performance, or the performance of your own devices or equipment. We are also not responsible for any content accessed using the internet access, other than specifically our own service(s).

Digicel Play Broadband service(s) are subject to our 'acceptable use policy' and which you can read on the Digicel Play website.

### 4) Digicel Play Phone Services

- a) If you take the Digicel Play **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) Should you or we not be able to transfer your existing phone number we will allocate you a Digicel Play telephone number.
- d) The Digicel Play telephone number and any rights to it belong to us and you may not sell or agree to transfer the number to any person.
- e) You agree that we may give your name, address and phone number to the emergency services. 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.

### C. Looking after your service(s)

1. We will provide any maintenance services 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.

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 exercise all efforts necessary to correct the fault. We will use our best commercial efforts to provide you with the best service possible.



2. 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. In addition we will reserve the right to charge you a service fee in the event a fault in our **service(s)** is determined to be as a result of:
  - 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.
3. 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)**.
4. 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**
5. Please note, Internet, Telephone and Television services connected to the internet or telephone network which require power (for example, security alarms, personal safety alert devices, and other equipment) cease functioning during a power outage.

#### **D. Using the service(s)**

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) 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) with 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:
    - a) 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)
    - b) re-selling, or making any charge for watching or using, all or any part of the **television services** or
    - c) 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, with notice, 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 incur additional charges.
7. It is up to you to make sure that if minimum age recommendations apply to any part of the **service(s)**, those **service(s)** are not viewed by anyone below that minimum age.

## **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 notify 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 we or you end this **agreement**, if you decide to disconnect some of our **service(s)**, or if you wish to take up an offer to upgrade the **equipment** we provide to you, you must return the **equipment** to us or (if we choose) make it available for collection in a reasonable condition, allowing for fair wear and tear. If you fail to return or make available the **equipment** for collection for any reason, we are entitled to charge you for the replacement cost and reasonable recovery costs of the **equipment**. If we hold any money as security in respect of your account we may use that money towards the costs we incur in respect of the replacement, repair or collection of the **equipment**.
5. 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.

6. 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**.
7. 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.
8. 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**.
9. 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 service(s)**

1. You must pay the charges for the **service(s)** as set out in your **agreement** or as otherwise notified to you via publication on our website and information available at our stores, together with any applicable taxes. You can also request information on our charges by contacting our customer services team. 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, where applicable. 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 in 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 paragraphs F3 and F4(c) 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 (“e-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) Failure to receive a bill does not constitute a valid reason for non-payment of a bill. 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) Bills must be paid within 30 days of the invoice date. Reminders will be sent for late bill payments. If you want to change any of the **service(s)** 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.
- h) 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**.
- i) To dispute a charge on your bill you must do so by calling or writing to Digicel by emailing [info.bermuda@digicelgroup.com](mailto:info.bermuda@digicelgroup.com) within 30 days of the date of the bill. You will still be required to pay the undisputed portion of the bill.

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 **service(s)** we provide to you, only allow certain methods of payment and/or suspend some or all of the **service(s)** at any time when you reach the limits until we have received the full payment of any charges you owe under this **agreement**;
  - c) Demand a deposit from you as described in paragraph F3 above.

### **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 **service(s)** 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 **service(s)**, service information and updates;
  - b) administration, credit scoring, customer services, training;
  - c) tracking use of our **service(s)** (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).

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).
4. With your consent, we may also disclose your personal information to other Digicel group companies so that they can contact you with information about their products and services. But your personal details won't be shared with companies outside the Digicel Group for marketing purposes without your consent..
5. We may also disclose your personal information to other Digicel group companies so that they can contact you with information about their products and services. But your personal details won't be shared with companies outside the Digicel Group for marketing purposes without your consent.
6. 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, for more information. If you opt out of receiving this information from us, we will not contact you for marketing purposes. 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.
7. 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 in relation to how this debt is recovered. 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 services 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-

PerView programme(s) or Video On Demand programming charges) up to the end of that 30-day notice period.

2. Digicel Play may at any time improve, modify, amend or alter the terms of this **agreement** and/or the **service(s)** and their content if:
  - a) there is any change or amendment to any law or regulation which applies to Digicel Play or the **service(s)** provided to you;
  - b) 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;
  - c) for security, technical or operational reasons;
  - d) the programming or content provided by any relevant programme and service providers on the **television services** is altered;
  - e) we decide to offer certain programmes as Pay-Per-View **programme(s)** or Video On Demand programmes;
  - f) 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
  - g) 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 be given notice prior to the changes become effective and have the right to cancel the affected service(s) or end this agreement..

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 thirty (30) days advance notice of the change(s). If you disagree with the changes, we make to the changes you can cancel the service without penalty. We reserve the right to increase our charges by the rate of the **Consumer Price Index (CPI)** as published by the Bermuda Government. CPI increases will only take place once in any 12- month period. Should we choose to exercise this option, we will only do so after providing you 30 days' prior notice.

#### **I. Suspending service(s)**

1. We may suspend any or all of the **service(s)** 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 11(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.
  3. If the **service(s)** is/are reduced because paragraphs 11(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 thirty (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 **service(s)** 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 **service(s)** (other than in the circumstances outlined in section K or paragraph J3), or if you break this **agreement** and we end this **agreement** under paragraphs J8, J9, J10 and J11 (including for non-payment of charges) within the **minimum period** applicable to those **service(s)**, you must immediately pay an early termination fee in respect of each cancelled **service(s)**. The early termination fee represents any costs we have subsidised for you upon signing this agreement
3. If we break the terms and conditions of this **agreement**, you're free to end this **agreement** without penalty, subject to paragraph J6.
4. We may end this **agreement** immediately by giving you notice:
  - a. if our authority to operate as a **telecommunications** provider is suspended for any reason;
  - b. 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 you fail to return or make available for removal any item of the **equipment** which we have hired to you, you may have to pay extra charges for such **equipment**, including the replacement cost and reasonable recovery costs. In addition to our other rights, we reserve the right to bring proceedings against you for the return of our **equipment**.
7. If this **agreement** is ended for any reason, or if any of the **service(s)** 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 will 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. You hereby consent to us donating your account balance to charity, whatever the amount, if we have not been able to contact you within six months of the date of termination of this **agreement**.
8. We may end any of this **agreement** immediately if:

- a) you become insolvent or bankrupt, you enter into any arrangement with your creditors;
- b) 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);
- c) c) 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 fourteen days (or such other period as we specify) of;
- d) 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)**;
- e) any permission under which we are entitled to connect, maintain, modify or replace the **equipment** is ended for any reason;
- f) we are required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority;
- g) 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
- h) We are specifically entitled to do so under any other section of this **agreement**.

9. If you break this **agreement** and we choose to overlook it, we can still end the **agreement** with you if you break it again.

10. If we end this **agreement** because you have broken this agreement as set out in paragraphs J8, J9, J10 and J11 (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).

11. 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.

## 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. You may not be able to keep your phone number if you change your **home** address.

## **L. 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:
  - a) 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
  - b) Inspect any apparatus and equipment (like your TV or computer) which you may keep there.
2. We agree to use reasonable efforts to cause as little disturbance as reasonably possible when carrying out any work at your **home**. We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your **home**. Paragraph M (2)c) describes in more detail when we will be liable to you for direct physical damage to your property.
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 prevent use or easy access to it.
4. You confirm that you are
  - a. the current owner of the home; or
  - b. a tenant under a valid lease; and or
5. c. a licensed occupier of the home.
6. We are under no obligation to remove permanent installations if you terminate this **agreement** or move from your home.

## **M. Liability to you**

1. Our liability to you is limited as set out in paragraphs M2 to M6.

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 \$ 5,000 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.

You are responsible for ensuring the content you receive and transmit using our **service(s)** (i.e. sources on the internet or content on T.V.) is accurate, complete, fit for purpose and legal. Digicel will not accept liability for inaccurate, incomplete or illegal content you receive or transmit using our **service(s)**.

4. If you deal with any other individuals or organisations using the **service(s)** (for example, by buying or renting goods or services 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.
5. We will not be liable to you for the contents of any material from other individuals or organisations which may be accessed through the **service(s)** that could be deemed offensive, derogatory, obscene, discriminatory, an affront to personal dignity, that are or resemble content, images or sounds held in copyright, that may be in breach of the law, or common decency, or that may belong to another party. We also reserve the right to block access to any such material

## **N. 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, actions of local or national governments or other authorities, or industrial disputes.

## **O. Notices**

1. Any personal notices we give to you will be in writing and may be delivered by hand, sent by fax, ordinary post to you at your **home** or sent electronically. Any notices you give to Digicel Play should be given in line with the directions set out on the "Contact Us" area of the Digicel Play 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.

## **P. 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.

## **Q. The law and how your complaints are resolved**

1. This **agreement** will be governed by Bermuda law. If any provision is found to be unenforceable it shall not invalidate the remainder of this agreement.