

Digicel Bermuda Terms and Conditions of Contract Mobile Internet Service

1. Agreement

These Terms and Conditions, and the Agreement Form (if applicable), the terms and conditions of your Pay Monthly Agreement, the Acceptable Use Policy, and the terms and conditions of your Price Plan(s) constitute a legally binding agreement ("Agreement") between Digicel Bermuda ("we"/"us" or "DIGICEL BERMUDA") and the customer named in the Agreement Form ("you" or "Customer"). Words which are defined in your Pay Monthly Agreement and which are used in these Digicel Mobile Broadband Terms and Conditions have the same meaning as in the applicable Pay Monthly Agreement, unless the context particularly and expressly requires otherwise.

This Agreement will apply in the manner provided for below, to the provision by DIGICEL BERMUDA of each of the Services listed in the following table:

Service Name Description

DIGICEL 1 GB means the DIGICEL BERMUDA service which offers the Customer up to 1 GB data usage per month.
DIGICEL 5 GB means the DIGICEL BERMUDA service which offers the Customer up to 5 GB data usage per month.
DIGICEL 10 GB means the DIGICEL BERMUDA Service which offers the Customer up to 10 GB data usage per month.

Data usage in excess of the relevant usage limits is charged at the applicable published rate on www.digicelbermuda.com.

Definitions

In this Agreement the following words and expressions have the following meanings:

"Acceptable Use Policy" means any policy published by DIGICEL BERMUDA from time to time on DIGICEL BERMUDA's website www.digicelbermuda.com that sets out certain rules regarding use of the DIGICEL BERMUDA Service;

"Agreement Form" means the Wireless Agreement Form completed by the Customer to approve registration for the Services including all information and statements contained therein. Your agreement may also be recorded during the telephone or online sales process as the case may be, such verbal agreement to act in lieu of a signed CAF;

"Charges" mean the Charges for the applicable Service including but not limited to any monthly rental charges, connection charges, modem charges and any applicable additional usage charges calculated according to the rates prevailing from time to time in the Price Plan(s) applicable and agreed to by the Customer;

"End-User Licensed Software" means any software, the license terms for which are governed by a separate agreement with the licensor of such software typically by means of a "click-wrap" or "shrink-wrap" license agreement;

"Equipment", means a USB modem and SIM card and/or any other equipment comprising of software and hardware required or used to access the Digicel Mobile Internet Service;

"Minimum Term" means a minimum term of 12 months or 24 months depending on the Pay Monthly Agreement entered into;

"DIGICEL BERMUDA Mobile Internet" means the Service of which the services in Section 1 form part;

"Order", means an order made by the Customer to DIGICEL BERMUDA for the provision of the Services and includes the Agreement;

"Pay Monthly Agreement" means your agreement with DIGICEL BERMUDA for post pay mobile telephone services;

"Price Plans" means the information published from time to time by DIGICEL BERMUDA in respect of the tariffs and rates for the Services and is available at www.digicelbermuda.com or upon request; and

"Service(s)" means for the purposes of these terms and conditions, any of the relevant services chosen by you from the service table set out in Section 1.

"Termination Charges" means the monthly price plan charge for each month remaining on your contract term during the minimum term of your Agreement as set out on the Agreement Form.

3. Eligibility and Commencement

To order the Service you must be resident in Bermuda

Connection to the Service is subject to status, suitability assessment and agreeing to the terms of a Minimum Term Pay Monthly Agreement. If you cancel your Agreement during the Minimum Term you will be required to pay Termination Charges of \$250 per service/connection.

This Agreement shall commence on the date of receipt by DIGICEL BERMUDA of an Order. Use of the Service by the Customer shall be deemed to be an acceptance by the Customer of the terms and conditions of this Agreement.

4. Service

We will use reasonable efforts to make the Service available to you at all times. Both quality and availability of the Service are affected by a range of factors. To access the Service using the Equipment you will need to be in an area covering the Services. Up to date information on coverage can be accessed via www.digicelbermuda.com.

There are a range of factors that impact on the speed and quality of network service you will receive, such as signal strength, distance from the local site and the number of simultaneous users on the local site and we cannot guarantee that your connection will reach any specific speeds.

You must provide DIGICEL BERMUDA with any information that we reasonably request from you to maintain your

account, including alternate contact details and you must ensure that this information is valid, up to date and accurate. You must tell us immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Service through your account. DIGICEL BERMUDA reserves the right to restrict, modify or block access to the Service if in its reasonable opinion the Service is being used for purposes other than as permitted under this Agreement.

5. Use of Equipment and Software

The Digicel Mobile Internet Service shall be provided by way of self-installation in accordance with the guidelines issued by DIGICEL BERMUDA.

The Customer must ensure that any Equipment connected to or used with the Digicel Mobile Internet Service must be connected and used in accordance with all applicable instructions, safety and security procedures as provided by DIGICEL BERMUDA.

The Customer recognises that the Services may be dependent upon or used in connection with, End-User Licensed Software and if the Customer does not accept the licenses terms relating to any End-User Licensed Software, DIGICEL BERMUDA shall have no liability whatsoever for any failure to provide the Services to the Customer. Where the Customer accepts the terms of a license in respect of any End-User Licensed Software, those license terms shall take precedence over any terms within this Agreement relating to End User Licensed Software and shall exclusively comprise the Customers sole rights and remedies in respect of such End-User Licensed Software.

6. Migration

The following rules apply to changes to the services:

Subject to Mobile Internet Price Plan, an existing Digicel Mobile Internet Customer who has completed the first six months of their Agreement can migrate to an alternate Digicel Mobile Internet Price Plan provided their account is up to date and they agree to enter a new Minimum Term Agreement with DIGICEL BERMUDA. Where additional eligibility rules apply to a mobile internet price plan then the additional eligibility requirements must be met before availing of that plan.

Existing Customers who wish to move to an alternate Digicel Mobile Internet Price Plan will be required to sign up to a new Minimum Term Agreement.

Customers may only change their Price Plan a maximum of once per contract length billing cycle with the change taking effect from the beginning of the following billing cycle. If you move from a legacy Digicel Mobile Internet Price Plan you will not be able to move back to your previous Price Plan.

7. Data Usage

Monthly Data Usage limits apply and any usage over the limit applicable to your Service is subject to the then applicable excess charge.

Minimum system requirements may apply.

Usage limits apply to data usage on the DIGICEL BERMUDA network only and data usage while roaming is excluded.

If Digicel believe you are abusing the service in any way by downloading excessive data volumes, such as exceeding fair use policy, we may ask you to moderate your behavior. In such cases, Digicel cannot guarantee network speed. Roaming is restricted on connection to the Service. Customers must contact DIGICEL BERMUDA customer care to request the roaming service. When roaming standard roaming charges will apply.

8. Charges and Payment

Unless otherwise stated for Business Customers all Charges quoted are exclusive of VAT. For all other Customers, Charges are quoted inclusive of VAT at applicable rates

Additional Charges apply if you use the Equipment for services other than the Digicel Mobile Internet Services. The prices shown do not incorporate data roaming rates.

You are liable for all Charges including, but not limited to, connection charges, Equipment, administrative charges, monthly charges, voice, SMS, MMS, data charges and excess data usage charges which may apply when you exceed your data usage limit. For up to date details on the Charges applicable to the Service please refer to the Price Plans. Please be advised that any inclusive data traffic that you receive under existing postpay terms and conditions will not apply and is not transferable to your Digicel Mobile Internet Service.

9. Term and Termination

Your Agreement will be for a Minimum Term depending on the Service as specified in section 1 selected by you, during which time you must pay the monthly rental and other Charges.

This Agreement may be ended either by you or us giving at least 30 days written notice. You must pay all Charges incurred during the Agreement. If this Agreement is ended by you during any Minimum Term you must pay the Termination Charges.

We may immediately suspend, or terminate your access to Digicel Mobile Internet for due reason, including but not

limited to if;

1. You fail to pay us any Charges due under this Agreement;
2. You breach any of the terms of this Agreement;
3. We are obliged to comply with an order, instruction or request of Government, the regulator, an emergency service organisation or other competent authority;
4. The Customer is subject to bankruptcy, insolvency, examinership, receivership, liquidation, or any similar proceedings or in DIGICEL BERMUDA exclusive opinion is unable to pay the Charges; or
5. For any reason we are unable to provide the Service to you.
6. You are in breach of our Acceptable Use Policy

10. Liability (Limitation and Exclusions)

We will have no liability to you (or to anyone claiming through you) for any direct, indirect, special, incidental or consequential loss (including loss of profit) (whether or not foreseeable) suffered as a result of:

1. The suspension or non-availability (for whatever reason) of any of the Services;
2. The suspension or termination of this Agreement;
3. Any third party unauthorised access to the Services or Equipment, or for any loss or damage to the Customers own proprietary equipment, hardware, networks or any data stored thereon;
4. The failure of the Service due to the incompatibility of the Service with any equipment not supplied by DIGICEL BERMUDA; or
5. Any breach of security, loss of, misappropriation or misuse of data (including without limitation, unauthorised copying of data) or fraud in connection with your use of the Services.

We will not be liable to you if we are unable to perform our obligations under this Agreement because of any factor outside of our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war or governmental action.

Digicel Mobile Internet will allow you to access websites offered by third parties. DIGICEL BERMUDA has no control over these sites and is not responsible for their availability, content or subject matter. DIGICEL BERMUDA does not control or select this content and is not responsible for its availability or subject matter. DIGICEL BERMUDA's inclusion of this content does not imply any endorsement of the content and DIGICEL BERMUDA accepts no liability whatsoever for this content.

The internet is a public and open network and DIGICEL BERMUDA makes no warranty as to the privacy of the information you send over the internet or that any websites you access will be free from viruses or any other harmful components. You should take the necessary precautions and security measures to ensure the privacy of any information you send over the internet and to protect against viruses and other harmful components.

Except as expressly set forth in this Agreement, all conditions warranties and representations implied by statute, common law or otherwise in relation to the provision of the Service are hereby excluded to the fullest extent permitted by law.

11 Miscellaneous

This Agreement in respect of the Service takes precedence over all prior agreements (oral or written), and all representations or other communication between you and us. In the event of any conflict between these Terms and Conditions and the Pay Monthly Agreement, the provisions of these Terms and Conditions will prevail. This Agreement shall not be amended except as agreed by an authorised DIGICEL signatory.

Delinquent accounts will be sent to a Debt Collection Agency (*additional service/administrative charges will be added)

This Agreement is governed by the laws of Bermuda, August 2011.