

TERMS & CONDITIONS

1. The Service: Acceptance by Customer

Transact Limited ("The Service Provider") agrees to provide to the Customer named on this Order Form ("You") the service(s) specified on this Order Form through The Service Provider's computer network system, subject to the Conditions of Service and Use set out on the front of this Order Form and the terms and conditions set forth below. The Service Provider reserves the right to require credit references and/or a security deposit prior to activation of the Service, if in The Service Provider's sole discretion, it is deemed appropriate.

The Service Provider is a member of the Digicel group of companies and therefore trades under the trading name Digicel. The Service Provider is licensed to provide internet and long distance services in accordance with a Public Telecommunications Services Licence granted under the Telecommunications Act 1986 and the Public Telecommunications Service (License) Regulations 1998.

2. Local Telecom Services

You shall at your own expense, arrange for the installation and maintenance of any necessary telecommunication equipment and link between your location and the The Service Provider network. The Service Provider shall have no responsibility for the through transmission of signals, or for the quality of such equipment or link. The Service Provider is not responsible in any way for any customer owned equipment. Inasmuch as such equipment or link will be provided by a third party telecoms provider, you acknowledge and agree that The Service Provider shall have no liability whatsoever to you for any loss, cost or damage (including, without limitation, any special, indirect or consequential damages) related in any way to a failure of deficiency in the installation or use of such equipment or link.

3. Charges and Fees; Payments, Disputes, Suspension and Termination of Services

- a) You agree to pay, at the beginning of each service period, the following;
 - i) full charges relating to the services you have subscribed to including any installation, setup fees as agreed or usage. The service period for the first month of service is defined as a full month of service that begins on the day that you signed up for The Service Provider service and continues until the end of that month. Service is paid in advance and The Service Provider reserves the right to change the billing period.
 - ii) Hardware charges such as modems, filters, routers etc that have been purchased through The Service Provider. Corporate account customers may apply these charges to their Service Provider account which will appear on the next statement or have the charges applied to a credit card on the day they have taken possession of the equipment. Residential customers are required to pay in full upon receipt of any hardware.
- b) Monthly statements are sent to you at the email address provided on the sign up form. Statements are for your records only and in the case of residential and DSL customers, payment for services will either be taken directly from the credit card supplied on the sign up form or accepted by You by cash or cheque payment. In the event you change or no longer check the email you initially provided to us or that we have on file, you are still obligated to pay the charges. Failure to receive or loss of a bill does not constitute a valid claim for failure to make payment.
- c) You are responsible for all charges and fees related to your Service Provider account and charged to you, therefore you should take all steps necessary to safeguard your access to services which should include your login and password information
- d) Business accounts may be sent monthly invoices by which to pay by. For Business accounts that do receive a monthly invoice, payment is due within thirty (30) days from the date of the invoice. Payment is to be made directly to Digicel Bermuda – Washington Mall, Phase II, 22 Church Street, Hamilton, Bermuda, HM 11
- e) Residential Dial, DSL and Long Distance accounts are to be paid by automatic credit card provided by the subscriber, by cash or by cheque. You are responsible to ensure that adequate funds are in the account on the date payment is due to ensure the card is not declined. In the case of a declined card, failure to pay by cash or cheque or in the event your account is suspended, you will be responsible for all and any late charges and charges in arrears including a 1.5% per month or minimum \$3 late payment charge that will be applied to your account.
- f) You will be responsible for notifying The Service Provider in the event you wish to use an alternate credit card for monthly payment. This information, including expiry date and billing address, must be received by The Service Provider in advance of the billing date (which is the first day of the month you initially subscribed for service).
- g) In the event that you have not notified us with the renewed credit card expiry date in advance of your card expiring, you authorize The Service Provider to change your expiry date to a date that is known to be common for all other cards changing on the same date and general information that would have been obtained from the bank.
- h) Should you wish to dispute any invoice, statement or charge, you shall do so in writing to billing@transact.bm within 10 days of incurring the charge from The Service Provider, otherwise The Service Provider will deem the charge valid. If the dispute is valid and The Service Provider has incorrectly charged your account, credits will be applied back to your Service Provider account to be applied to future charges. Customers requiring a credit to be applied directly to a credit card supplied at time of sign up will receive such credits in the week following resolution. All credits are performed at a common day each week at the discretion of The Service Provider.
- i) Invoices not paid on time may be assessed late payment fees of 1.5% per month or a minimum of \$3 per month. A processing fee of BD \$25.00 will be charged to your account if your payment is rejected for any reason, be it returned or NSF cheque or credit card funds declined.
- j) Customer wishing to voluntarily suspend account must do so in writing to billing@transact.bm. The Service Provider does not temporarily suspend accounts for purposes of holidays and vacation. In the event you are off the island and not actually using the services you have subscribed to, you will still be responsible for all charges and payments during the time you were away and not actually using the service. The Service Provider must continue to operate a reliable network, monitoring links, billing engine etc regardless of your individual Internet use. If The Service Provider does temporarily suspend your account and charges, we will do so in writing.
- k) In the event you choose to terminate your account for any reason, you must do so in writing to billing@transact.bm no less than 5 days in advance of the start of your next monthly service period. You may only terminate your account if you are outside of any initial term period agreement and if your account is current and paid to date. Termination can only be accepted in writing so it is suggested that you keep a record of your sent mail, as proof, until such times as we have terminated your account.
- l) In the event you choose to terminate your account, for any reason, before the initial term period that was agreed upon by you, you will be responsible to pay The Service Provider the equivalent of the monthly service fee for the number of months remaining in your initial term. In addition, if you terminate your account, for any reason, before the initial term period that was agreed upon by you, and if you received a DSL modem from The Service Provider at no charge, you will be responsible to pay The Service Provider the value of the modem which is currently set at BD \$ 129.00. This amount will be charged directly to your credit card supplied at time of sign-up, or in the case that credit card is no longer valid or is returned as declined, you agree to pay all charges to The Service Provider along with any third party collection fees that are incurred during the collection process.

4. Customer Warranties and Representations

You hereby represent and warrant to The Service Provider as follows:

- (a) that the Service will only be used for lawful purposes and the transmission of any material or information arising from the use of the Service will not violate any applicable law or regulation of Bermuda or any other jurisdiction;
- (b) that the Service will not be used in any manner to access The Service Provider's computer installations for any purpose other than obtaining the

Service in accordance with the terms and conditions of this Agreement;
(c) that you are at least eighteen (18) years of age.

5. Termination; Suspension of Service

Either party may terminate this Agreement at any time with no less than 5 days notice in advance of the start of your next monthly service period. Notice must be provided in writing as detailed in Section 3(k) above as provided herein and provided that you have fulfilled your obligation of any initial term period as shown on sign up form.

- (a) The Service Provider may, at its absolute discretion and without notice effective immediately suspend or terminate the Service;
- (i) if you fail to pay any charge or other amount due hereunder;
- (ii) should The Service Provider in its sole opinion, determine that activity has occurred which constitutes inappropriate or unlawful use of the Service, interferes with The Service Provider's computer network or equipment;
- (iii) if you otherwise commit a breach of any term of this Agreement.
- (b) No suspension or termination of the Service will terminate your obligation to pay any and all outstanding charges, fees or other amounts which accrued prior to suspension or termination, which amounts shall become immediately due and payable upon suspension or termination. In the event that action is required to recover outstanding amounts, you shall be liable for all costs of collection, including legal fees and expenses.
- (c) Should the Service be suspended or terminated for any reason and should The Service Provider subsequently agree, in its sole discretion, to reinstate the Service, you shall be required to pay the reconnection fee (if any), in addition to any other amounts due and owing at the time of reinstatement of the Service. The Service Provider may choose not to reinstate the Service unless satisfied that there will be no repetition of the circumstances giving rise to the suspension.
- (d) The Service Provider does not credit partial service periods or monthly fees. In the event you cancel your service before the start of your next service period, The Service Provider is not obligated to refund any prorated amounts of your monthly fee and any fees paid are non-refundable.

6. Network Maintenance / Upgrading / General Improvements

In order that The Service Provider can continue to offer the highest of quality Internet access and other related services such as hosting etc, The Service Provider reserves the right to effect changes to the rules of operation, accessibility and security procedures and the provision, type and location of the Service. General network and other related maintenance will be performed during non-peak times and will generally be communicated to The Service Provider customers in advance, to the email that was provided at time of sign up. From time to time, network maintenance is performed by our providers and adequate time is not always provided for us to notify our customers.

7. Customer Indemnification

You hereby indemnify and hold harmless The Service Provider from any and all claims, actions, costs, expenses, damages and liabilities at law or in equity, including legal costs, arising in any way from the Service or your use thereof including without limitation claims of slander infringement of patents arising from combined with, or used in connection with the Service or The Service Provider's network system.

Terms and Conditions are accurate as of October 13th, 2011. Updated version can be viewed at www.digicelbermuda.com.