

The following terms and conditions ("Terms and Conditions") shall apply in relation to Digital Subscriber Line ("DSL") and Wireless High Speed (WHS) Internet Services provided by Telemedia to the Customer:

1. Definitions

Wherever these words and expressions appear in this Agreement, they have the following means:

- (a) "Agreement" means the agreement between Telemedia and the Customer comprising of the Application Form, the Terms and Conditions for Telemedia's High Speed Internet Service, the Schedule for Telemedia's High Speed Internet Usage Plans and any additional or varied terms and conditions that Telemedia may notify the Customer of from time to time
- (b) "Application Form" means the application form completed and submitted by the Customer to Telemedia requesting the provision to the Customer of the Service;
- (c) "Effective Date" means the date the Service is connected by Telemedia for use by the Customer.
- (d) "Service" means Telemedia's DSL & WHS High Speed Internet Access using Telemedia provided equipment which Telemedia will provide as a dedicated connection from the Customer's designated premises to the Internet via DSL and WHS local facilities and Telemedia's Internet Network.
- (e) "Usage Plan" means the DSL/WHS Lite, DSL/WHS Deluxe, DSL/WHS Pro or DSL/WHS Ultima Usage Plans and/or any other feature or promotion requested by the Customer.

2. Internet Service

The information available or obtainable from the Internet may not be valid or accurate and Telemedia makes no representations or warranties, either expressed or implied, in connection with the quality, accuracy, validity or decency of the information or data residing on or passing through any

networks. The Customer assumes responsibility for the use of the Service.

3. Obligations of the Customer

- (a) The Customer is responsible for providing its own computer equipment, other hardware and software needed to provide the dedicated connection for the Service at its premises.
- (b) The Service provided to the Customer shall not be used by or shared with any other person or entity, other than its directors, officers, agents, servants, employees, faculty, staff or students. Telemedia reserves the right to verify the use of the Service it provides to the Customer without prior notice.
- (c) The use of the Service for voice transmission is prohibited without the express prior written consent of Telemedia and a license to provide voice transmission from the Public Utilities Commission.
- (d) The Customer shall not use a dedicated Internet connection for Internet wagering or any other business activity unless it is the holder of all applicable licenses required by the laws of Belize for such business activity.
- (e) The Customer shall not transfer, assign, resell or provide use of the Service to or facilitate access to the Service by any other person or party without the express prior written permission of Telemedia.
- (f) The Customer agrees to indemnify, defend and hold harmless Telemedia and any of its affiliates, and their respective employees, officers, directors and agents from and against all demands, claims, actions or causes of action, assessments, losses, liabilities, damages, costs and expenses claimed or asserted by any third party against Telemedia directly or indirectly arising out of or relation to the use of the Service by the Customer or the breach of these Terms and Conditions by the Customer.
- (g) The Customer shall use the Service in compliance with all laws enforced in Belize.

4. Charges

- (a) The Customer will pay all applicable charges for the Service.
- (b) Charges will be invoiced monthly.
- (c) Amounts not paid on or before the final date for payment stated on the monthly invoice ("Due Date") will be deemed overdue.
- (d) The charges may be revised by us from time to time upon thirty (30) days advance notice to Customer. Charges do not include any applicable taxes.
- (e) Failure to receive a bill shall not relieve the customer from the responsibility of making prompt payment of such amount to Telemedia.
- (f) The monthly High Speed Internet charges will be prorated for the first month of Service.
- (g) If requested by Telemedia, Customer will provide a security deposit equivalent to two months High Speed Internet charge. Telemedia will pay interest on the deposit at the going Treasury Bill rate. Interest shall be credited in April of each year to Customer's account, or at the time of closing or ceasing the Service. If after twenty four (24) months of good customer history, i.e. no disconnection, then the deposit and interest accrued will be applied as a credit in the Customer's account.

5. Transfer of Service

- (a) The transfer of the Service by Telemedia to another location from the existing Customer premises or site is subject to the availability of all necessary facilities and equipment in the area of the new designated Customer premises or site.
- (b) Any request by the Customer for the transfer of the Service from the existing designated Customer premises must be made in

writing by a duly authorized representative of the Customer.

- (c) Telemedia will only comply with any request by the Customer for a transfer of the Service if the Customer's account is in good standing with Telemedia.
- (d) The Customer will be charged for the transfer of the Service on the Customer's next issued monthly invoice and the Customer shall pay such charges by the Due Date.

6. Suspensions and Termination of the Service

6.1 Telemedia reserves the right with or without notice to immediately disconnect the Service of the Customer, if any of the following occur:

- (a) The Service is used to attempt to break security or to break security of any computer network, to access an account which does not belong to the Customer or for any other act of a malicious nature which may reasonably result in harm or damage to another user's service, equipment, or privacy, including, but not limited to, any act of fraud;
- (b) Mail-bombing, (i.e. sending mass amounts of email to one recipient or system), with the intent to render a system dysfunctional;
- (c) DOS attacks, (i.e. the over-burdening of a recipient's computer system by sending a high volume of spurious data which effectively impedes functionality, or totally disables recipient systems), and any other similar methods of denial of service;
- (d) It is brought to Telemedia's attention or Telemedia otherwise gains knowledge that the Service is used to facilitate a business involving the sale or distribution of illegal messages or images;
- (e) The Customer fails to notify Telemedia of any unauthorized use of the Customer's account, and/or any breach, or attempted breach, of security known to the Customer;
- (f) The Service is used in a manner which is intended to abuse or to

violate the privacy or property rights of others including the use of any process, program, or tool to guess passwords or make unauthorized attempts to access other systems or networks;

- (g) The Customer delivers unsolicited bulk mail messages ("junk mail" or "spam");
- (h) The Service is used in a manner which constitutes a violation of any tariff, regulation, treaty or law (including, without limitation, copyright, privacy, criminal, gaming and international law);
- (i) Commercial messages to a "USENET" group are posted without approval by the specific "USENET" group in its charter;
- (j) The Customer forges electronic mail headers (addresses), or uses any other method to disguise the Customer's identity;
- (k) Non-authorized relays through any third party systems;
- (l) The Service is used in a manner intended to invade or violate the rights of others;
- (m) The Service is used for two-way video or voice transmission without the prior written consent of Telemedia;
- (n) The Customer stores, distributes or transmits unlawful materials; examples of unlawful material include, but are not limited to, direct threats of physical harm, child pornography and copyrighted, trademark and other proprietary material used without proper authorization.
- (o) The Customer posts, uploads or otherwise distributes copyrighted material on Telemedia's servers without the consent of the copyright holder (the storage, distribution or transmission of unlawful material could subject the Customer to criminal as well as civil liability); or
- (p) The Customer stores or distributes certain other types of prohibited material; examples of prohibited materials include, but are not limited to, programs containing viruses or trojan horses and tools

to compromise the security of the other sites, tools used to collect email addresses for use on sending bulk mail or tools used to send bulk mail.

- 6.2 (a) If the Customer selects a Usage Plan that requires a fixed term of more than one month, the Customer agrees to purchase the Service for the full fixed term. After the fixed term expires, this Agreement will automatically renew for consecutive fixed terms of the same duration as the Usage Plan selected by the Customer unless terminated by the Customer giving thirty (30) days written notice to Telemedia prior to the end of the current fixed term period. If the Customer selects a one-month Usage Plan then the Customer agrees to purchase Service for the whole month. After the month expires, this Agreement will automatically renew for consecutive one-month terms unless terminated by the Customer giving fourteen (14) days written notice to Telemedia prior to the end of the current month.
- (b) If the Customer selects a Usage Plan with a fixed term of more than one month, then the Customer may terminate this Agreement within seven (7) days after the Effective Date, by providing Telemedia with written notice. If the Customer terminates more than seven (7) days after the Effective Date, but before the end of the Customer's fixed term, then the Customer shall be liable to Telemedia for the balance of payments due until the end of the Customer's Usage Plan term.

7. Use of Material

- (a) Material in the public domain such as text image and programs (the "Material") may be downloaded or uploaded using Telemedia services. The Customer may also redistribute the Material.
- (b) The Customer assumes all risk regarding the determination of whether any Material is in the public domain.
- (c) The Customer is responsible for the security of its own equipment password. Generally, secure passwords are between 6 and 8 characters long, contain letters of mixed case non-letter characters

and, cannot be found in whole or in part, in normal or reverse order in any dictionary of words or names in any language. The Customer is responsible for changing its equipment password regularly. This password will allow remote access to the Customer's web page.

- (d) Telemedia staff may monitor the security of the Customer passwords at any time. If the Customer chooses an insecure password it may be directed to change the password to one, which complies with above rules. If the Customer repeatedly chooses insecure passwords then it may be assigned a password by Telemedia.

8. System Security

- (a) The Customer is prohibited from utilizing any Service provided by Telemedia to compromise the security or tamper with system resources or accounts on computers at Telemedia or at any other site. Use or distribution of tools include, but are not limited to, password guessing programs, cracking tools or network probing tools.
- (b) Telemedia reserves the right to release the contact information of the Customer if the Customer is suspected to be involved or involved in violations of system security to system administrators at other sites, in order to assist them in resolving security incidents. Telemedia will also fully cooperate with law enforcement authorities investigating suspected breaches of this Agreement.
- (c) Telemedia will notify the Customer of complaints involving the Customer and if Telemedia determines the problem has not been resolved after the Customer has received notice of offending activity and such activity is causing great harm to parties on the Internet, then Telemedia will black hole the section of IP address involved in the spam complaint until Telemedia is convinced, in its sole discretion, the problem had been resolved. Customer will be notified of such action as soon as is practicable. In rare cases, Telemedia may have to implement the policy before contacting the Customer.
- (d) The Customer agrees to: (i) provide Telemedia with current users or employees contact information including email addresses,

telephone, cell phone and pager numbers in the event that Telemedia suspects any violations or breaches of this Agreement by the Customer (ii) educate its customers about spam so that it does not become a problem for the Customer or Telemedia, and (iii) promptly investigate and deal with spam or other abuse complaints forwarded to the Customer.

- (e) Telemedia reserves the right to investigate suspected violations of this Agreement, if Telemedia becomes aware of any possible violations or breaches.
- (f) If Telemedia has reasonable grounds to suspect a violation of this Agreement, then Telemedia may block access to the Internet at the router level to the Customer's equipment.

9. Disclaimer of Warranties

THE SERVICE WILL BE PROVIDED TO THE CUSTOMER "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TELEMEDIA DISCLAIMS AND EXCLUDES ALL SUCH WARRANTIES AND REPRESENTATIONS INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION THAT THE SERVICE IS FREE OF DEFECTS AND VIRUSES, OF SATISFACTORY QUALITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FURTHER, TELEMEDIA DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES THAT MIGHT ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE CUSTOMER ACCEPTS ALL RISKS AND LIABILITIES ASSOCIATED WITH THE CUSTOMER'S USE OF THE SERVICE.

10. Miscellaneous

The headings to the sections of these Conditions are for convenience only and have no substantive meaning.