

Terms & Conditions

GENERAL TERMS AND CONDITIONS FOR TELECOMMUNICATION SERVICES

SCOPE

Belize Telemedia Limited, including its subsidiary companies, (hereinafter referred to as "Telemedia") offers its customers (hereinafter referred to as the "Customer") Telecommunication Services including but not limited to Public Switched Telephone Network (PSTN), Cellular, Data, Voice Mail, Internet and other services.

The content and scope of these individual services can be seen in the Service Literature which, together with these General Terms and Conditions, form the basis of the contractual relationship between the Customer and Telemedia.

Unless otherwise stipulated, the contractual relationship between Telemedia and the Customer will remain in force until all Services are cancelled.

1. GENERAL TERMS AND CONDITIONS

"Agreement" means the contract made between Telemedia and the Customer and which incorporates:

- a. The Order Form;
- b. Those sections of these General Terms and Conditions applicable to the provision of the Service;
- c. Any terms and conditions or Service Literature provided to the Customer from time to time;
- d. Any documents referred to in any of these General Terms and Conditions; and
- e. Any service level agreement applicable to the Service.

"Customer" means any natural person or legal person and includes any public body and any body of persons to whom Telemedia has agreed to provide a Service;

"Installation Charge" means a one time charge payable by the Customer in connection with the installation of a Service;

"Order Form" means an order form, signed by the Customer, with respect to a Service or Services requested by the Customer and other relevant information concerning the relationship between Telemedia and the Customer;

"Recurring Charges" means charges determined by Telemedia that are payable on a monthly basis by the Customer in connection with the Service;

"Service" means any Telecommunication Service payable specified in an Order Form or other applicable document forming part of this Agreement;

"Service Literature" means any brochure, customer guide, description or instructions as may be published from time to time by Telemedia in connection with the provision or use of the Service;

"Tariff Schedule" means Telemedia's schedule that stipulates certain charges, as varied by Telemedia from time to time, payable in respect of the provision of a Service, which shall be made available to the public at Telemedia's main offices and through other media;

"Treasury Bill" means a negotiable debt obligation issued by the Government of Belize from time to time and backed by its full faith and credit, having a maturity date in the future.

"Usage Charges" means the variable charges associated with the use of the Service.

2. APPLICATION FOR SERVICE

- a. A request by any person for the provision of a new Service must be made in writing.

- b. Applicants will be required to apply on the Order Forms provided by Telemedia, and satisfy all the requirements stated therein.

- c. Requests for Services other than a new Service must also be made in writing, but do not necessarily require the use of the forms provided by Telemedia. These should be signed by the person in whose name the account will be issued.

- d. The Customer will promptly provide Telemedia (free of charge) with all information which may be reasonably required from time to time to enable Telemedia to proceed expeditiously with the performance of its obligations under the Agreement.

3. PROVISION OF TELECOMMUNICATION SERVICE

- a. All Services are subject to availability.

- b. Telemedia will make every effort to provide the Service requested within a reasonable time, provided all the necessary facilities are available and a Customer has complied with his obligations hereunder. This includes a telephone exchange that has a distribution network of cables and lines near the site where the Service is required.

- c. Where these facilities are not available, an alternative method for the provision of Service may be offered to the Customer, with the additional cost of such provisioning to be borne by the Customer (eg. additional wires). Any alternative method of providing Service will be offered at the prevailing rental rates for this type of equipment.

Terms & Conditions

- d. Services are generally available from all exchanges. However, when a requested Service cannot be provided, the Customer's application will be placed on a waiting list, pending the availability of the facilities. Every effort will be made to provide the Service required as soon as possible. Customers will be advised in writing when placed on the waiting list.
- e. External access to the Customer's property will be overhead, except where the Customer provides underground conduits from the property boundaries to the building.
- f. All wiring done in a Customer's premises will be surface wiring, except in those cases where the Customer provides conduits and the necessary boxes for telephone jacks. Where false ceilings or subterranean access areas exist, conduits must be placed to facilitate the installation process and for future maintenance.
- g. The provision of any Service means that the Customer has been allocated a Telemedia customer account number. Payment of any and all charges for the use of the Services provided by Telemedia and billed to the account are the sole responsibility of the Customer.
4. OBLIGATIONS OF THE CUSTOMER
- a. The Customer shall only use a Service in accordance with such conditions as Telemedia may indicate in writing from time to time.
- b. The Customer shall not use any Service as a means of communication for a purpose which is specifically prohibited in the Agreement.

5. SERVICE CHARGES

- a. In consideration of the provision by Telemedia to the Customer of a requested Service, the Customer shall pay Telemedia as applicable all charges, Installation Charges, Recurring Charges and Usage Charges (collectively "the Charges") as specified in Telemedia's Tariff Schedule.



- b. Telemedia may increase or decrease the Charges at any time and details of any such changes will be available from Telemedia's main offices, via the media and from Telemedia's website prior to implementation. Telemedia shall take reasonable steps to bring such changes to the Customer's attention.
- c. Any governmental assessments, fees and taxes imposed by law shall be billed to the Customer receiving a Service. Such assessments, fees or taxes will be separately stated on bills for payment.

6. RENDERING AND PAYMENT OF ACCOUNTS

- a. Installation Charges shall be payable in advance of the installation of a Service.
- b. Recurring Charges shall be payable on a monthly basis unless otherwise stipulated in the Agreement or Telemedia's Tariff Schedule. Between the Service commencement date and the first billing period, a proportionate part of the Recurring Charges shall be payable, calculated on a pro-rata daily basis.
- c. Usage Charges shall be payable by the Customer in arrears in respect of the usage of any Service (whether with or without the Customer's authority). Usage Charges shall be calculated by reference to data recorded or logged by Telemedia or where applicable, supplied to Telemedia by another network operator and not by reference to any data recorded or logged by the Customer. Telemedia shall prepare and send invoices for Usage Charges due at the end of each billing period.
- d. The Customer is liable for all charges for calls originating from the telephone number(s) for which the Customer is responsible, and also where charges have been accepted for collect calls and third party calls.
- e. All bills are due for payment when rendered. All Charges shall be paid on or before the due date stipulated on the Customer's bill.
- f. Failure to receive a bill showing the amount owing by the Customer to Telemedia shall not relieve the Customer from the responsibility of making prompt payment of such amount to Telemedia.

Terms & Conditions

g. The Customer whose name appears on Telemedia's records is responsible for the payment of accounts for Services charged and bills for all Charges will be rendered to that Customer and not to his tenants or anyone else unless specific authority is given in writing to do so.

h. If objection in writing is not received by Telemedia within fifteen (15) days after a bill is rendered, such bill shall be deemed to be correct and binding upon the Customer.

i. Unless otherwise specified in the Agreement, payment of all sums due under the Agreement shall be made within thirty (30) days of the date of the relevant invoice.

j. Without prejudice to our other rights, Telemedia reserves the right to charge the Customer interest at 2% per month on all outstanding amounts if payment remains outstanding for more than thirty (30) days following the due date. Interest shall continue to accrue on any outstanding amount notwithstanding termination of the Agreement for any cause whatsoever.

7. CREDIT POLICY AND DEPOSIT

a. Telemedia has a responsibility to all its Customers to take reasonable precautions against default of payment and has activated a credit policy which is designed to monitor the use of all existing accounts. To this end, credit limits are instituted to ensure that accounts do not incur outstanding amounts to the detriment of the Customer and Telemedia. Usage over and above the credit limit will require a payment or the Service may be restricted or terminated.

b. Upon signing any Agreement, the Customer shall pay such sums as Telemedia may stipulate by way of a deposit.

If a deposit is required, the Customer will be notified at the time of applying for the Service and the deposit will be payable immediately. Deposit requirements may be increased if, in the opinion of Telemedia, the Customer's usage characteristics or circumstances warrant an increase.

c. Deposits held by Telemedia shall accrue interest at the going Treasury Bill rate as established from time to time.

d. The deposit will be refundable twelve (12) months after the date of the original payment (together with such interest, if any), providing that the Customer has not been disconnected for any reason during this period, and that there is no other reason warranting the retention of the deposit.

e. Where a Service has been terminated by the Customer, the deposit will be refundable subject to deductions in respect of any amounts then payable by the Customer under Clause 7 herein or any other liability incurred by Telemedia as a

result of the Customer's failure to comply with this Agreement.

8. TERMINATION

a. Except as otherwise stipulated, the Customer shall be entitled to terminate the Agreement by giving Telemedia not less than one month prior written notice of such intention to terminate.

b. Without prejudice to our other rights, Telemedia may terminate the Agreement on giving written notice to the Customer, with immediate effect, if:

i. The Customer provided Telemedia with false, inaccurate or misleading information for the purposes of obtaining Service; or

ii. The Customer does not make material use of the Service for a significant period; or

iii. Telemedia has reason to suspect any unlawful use of a Service, unauthorized use, fraud or misconduct in connection with the Customer's use of the Service or by any other third party whatsoever, with or without the knowledge or approval of the Customer, tampering with Telemedia's equipment or Services to others; or

iv. The Customer is in breach of any laws or order of a regulating authority or any of the terms and conditions of the Agreement.

9. CONSEQUENCES OF TERMINATION

a. On termination of the Agreement, all outstanding Charges shall be payable by the Customer.

b. If the Agreement is terminated prior to the expiry of the initial contract period, the Customer shall pay such cancellation charges as may apply by way of liquidated damages for early termination.

Connect for FREE
When calling **113** for Directory Assistance, ask the Telemedia Operator to connect you to the number you requested.

It's like making **2** calls in **1**

FREE
connection is available from all:

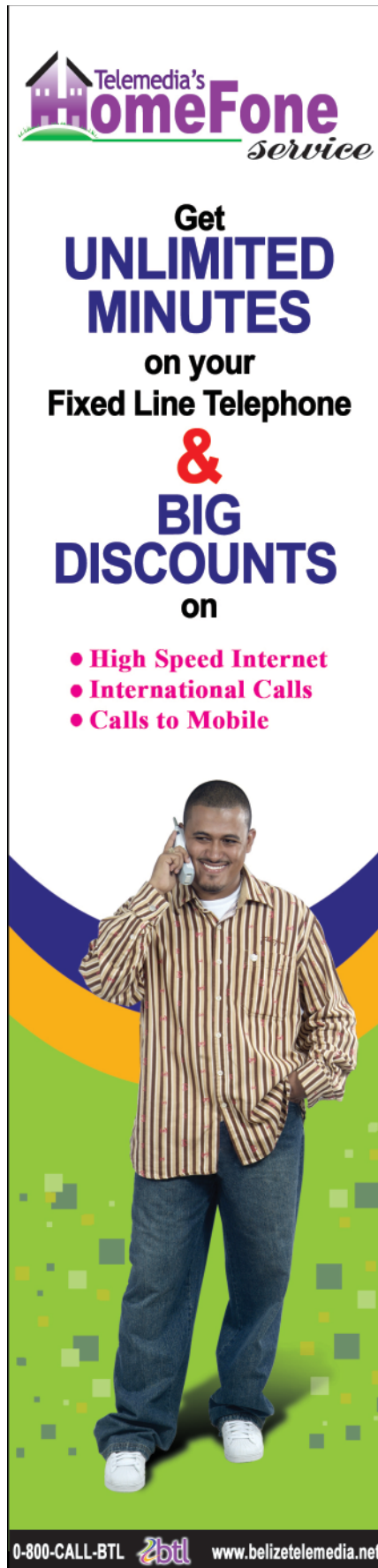
- Postpaid Fixed Line
- DigiCell Premier

* Regular Operator Assisted Rates will apply for call duration.

0-800-CALL-BTL www.belizeatelemedia.net

Terms & Conditions


- c. Upon termination of the Agreement for any reason the Customer shall where applicable and during normal working hours, permit or procure permission for Telemedia to gain access to the location where the Service was installed for the purpose of removing any equipment belonging to Telemedia.
- d. Telemedia may bring an action against the Customer to recover any payment that remains outstanding by the Customer following the termination of Service.
10. RESPONSIBILITY/ SECURITY FOR COMMUNICATION EQUIPMENT
- a. All Service equipment provided or leased by Telemedia to the Customer shall remain the property of Telemedia. The Customer is responsible for any damage to, or loss of, equipment rented from Telemedia and will be charged in the event of such damage or loss.
- b. All distribution cables and junction boxes installed by Telemedia on the property occupied by the Customer remain the property of Telemedia. The Customer is responsible for ensuring that these items are secured to prevent unauthorized access.
11. ALLOCATION AND USE OF TELEPHONE NUMBER/NUMBER PORTABILITY
- a. Subject to any statutory or license provisions relating to number portability, where Telemedia allocates telephone numbers to a Customer, that Customer does not acquire any rights whatsoever in such telephone numbers and shall not make any attempt to apply for registration of the same as a trade or service mark, whether on his own or in conjunction with some other works or trading style.



Telemedia's
HomeFone
Service

Get
UNLIMITED MINUTES
on your
Fixed Line Telephone
&
BIG DISCOUNTS
on

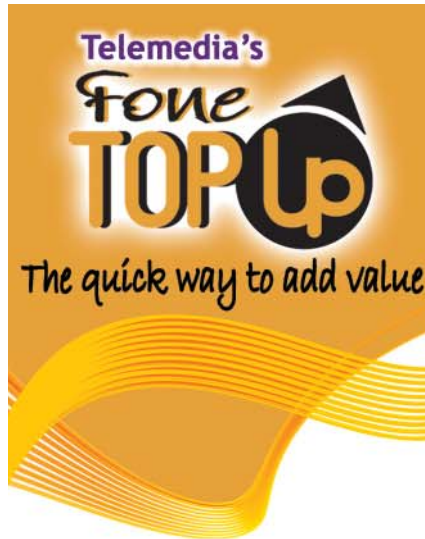
- High Speed Internet
- International Calls
- Calls to Mobile

0-800-CALL-BTL  www.belizetelemedia.net

- b. Telemedia may for commercial, operation or technical reasons or in order to comply with the requirement of any competent authority, withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer provided that reasonable notice is given.
12. RESTRICTION AND SUSPENSION OF SERVICE FOR NON-PAYMENT
- a. Telemedia reserves the right to restrict or suspend any Service provided to the Customer at any time, should he fail to make payment of any monies due to Telemedia for any Service provided. Full Recurring Charges will be charged during the period of restriction.
- b. Restriction or suspension of Service will result if the Customer does not pay his bill by the due date. In those cases where full payment to the Customer's account is not made, Services on the account may be restricted. Service will only be restored when the account is paid in full, and the restoration fee has been paid.
- c. Should any default be made in the payment of charges for Services provided to the Customer's account, Telemedia shall be entitled to refuse to provide any Service in the future.
- d. If no payment is received on or before the expiration of 7 days after restriction or suspension for non-payment, Telemedia reserves the right to remove all Telemedia equipment from the Customer's premises.
- e. A Customer whose Service has been ceased due to the non-payment of a bill will be required to settle all amounts due, and in addition must comply with the requirements which apply to the restoration of Service.

Terms & Conditions

- f. Telemedia reserves the right to restrict, suspend or terminate any Service to a Customer who damages or destroys any Telemedia equipment used to provide the Service. Telemedia will discontinue or terminate any Customer who makes, or permits use to be made, of Telemedia's telecommunication equipment, poles, lines or otherwise, in a manner or for a purpose which is not authorized by Telemedia or is contrary to these Terms and Conditions of Service and any Service Literature, or who performs activities deemed by Telemedia to constitute an infringement of Telemedia's license to provide Telecommunication Services.
- g. Telemedia may bring an action against the Customer to recover any payment that remains outstanding by the Customer following suspension of Service.
13. EXTERNAL REMOVAL OR TRANSFER OF SERVICE
- a. Telecommunication equipment will be installed where first directed by the Customer. A change to any other location will be charged for at Telemedia's standard rates.
- b. The same terms and conditions apply for an external removal as in providing new Service. A non-refundable fee will be charged for the transfers.
- c. The Customer is required to apply for any external removal or transfer of a Service at least 30 days prior to the date Service will be required at the new address. Any outstanding bill at the old address will remain as part of the Customer's account balance.
14. TRANSFER OF CUSTOMER'S SERVICE
- a. Telemedia will allow an existing Telecommunication Service to be transferred from one Customer to another Customer upon the following conditions:



**With Fone TopUp
you can top up your
PrePaid or WebTalk
account using any of
these options:**



- i. Receipt by Telemedia of the notarized written consent of the existing Customer and the proposed transferee Customer;
- ii. Payment of all amounts due to Telemedia for Service to the existing Customer; and
- iii. Payment by the proposed transferee Customer of all amounts owed to Telemedia for any previous Service to him.
- b. The transferee Customer is deemed to have accepted all the terms and conditions of Service which applied to the existing Customer.
- c. Notwithstanding the above, if the transferee Customer is not an existing Customer, he will be required to comply with the requirements of Telemedia's credit policy which apply to new applicants.
15. LIABILITY
- a. Telemedia shall make all reasonable efforts to provide smooth, uninterrupted Services. However, where Services are interrupted, the Customer agrees that Telemedia shall not be held liable for any damages, loss, loss of profits (whether direct or indirect), loss of business or anticipated savings, or for any incidental, indirect or consequential loss or damage whatever.
- b. Telemedia shall not be held liable whether in contract, tort or otherwise for any harm or injury or loss resulting from the Customer's acquisition and or use of a Service and the Customer shall indemnify and hold Telemedia harmless from any claims (including attorney's fees and other costs of litigation or defense) resulting from use of a Service causing direct or indirect harm or injury to another person or property.

Terms & Conditions

- c. In no event will Telemedia be liable for the acts, omissions or delays of third party vendors to Telemedia as long as Telemedia has made reasonable efforts to obtain the necessary services on a timely basis.
- d. There are no warranties, express or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- e. Telemedia shall not be liable for and shall be fully indemnified by a Customer against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of Telemedia trademarks, service marks or any other injury to any person, property or entity arising out of the material, data or information transmitted.

16. REPAIRS

Telemedia does not guarantee the uninterrupted working of its equipment and lines, but undertakes to make repairs with all reasonable dispatch.

17. INFORMATION ABOUT DIRECTORY

- a. Changes in the information contained in a telephone directory for subsequent directory listings should be notified in writing to Telemedia. A standard listing will consist of a Customer's name, address and telephone number.
- b. One standard listing only, is allowed without extra charge in respect of each exchange line, Cellular and E-mail provided to a Customer. Extra listings are allowed on payment of a fixed Charge to Telemedia.
- c. Telemedia will provide one standard listing only for fax numbers in the fax portion of the directory. On payment to Telemedia of the approved rate, Customers may have an additional fax listing in the white pages.

d. Standard listings and extra listings may be inserted in heavy type upon payment to Telemedia of the appropriate charge.

e. A copy of every issue of a telephone directory is supplied free of charge for each PSTN number that a Customer has.

f. Notwithstanding a directory listing, a Customer's telephone number may be changed at any time as the exigencies of Telemedia's business may reasonably require. Reasonable advance notice of a changed number will be given to a Customer.

g. Unlisted service means that the Customer's telephone number is not listed in a telephone directory, nor is it available through the Directory Assistance Service offered by Telemedia. A charge will be made for this service. Telemedia makes every effort to maintain the confidentiality of unlisted numbers. This confidentiality is not extended to Telemedia's Caller ID Service, unless a Customer applies for Caller Line ID Restriction (CLIR). Where Telemedia agrees to keep a Customer's telephone number unlisted, it does so without obligation. Telemedia will not accept liability for any damages which may arise from erroneously publishing such a number in a telephone directory or for accidental disclosure.

h. Telemedia's liability for any errors or omissions in any directory listing is limited to the charges made for the listing itself.

18. DEATH OF CUSTOMER

In the event of the death of a Customer, unless Telemedia is notified of such death and directed to discontinue Service as of a specified date, the person occupying the premises where the deceased Customer's Service is located, shall

be held responsible by Telemedia for all Telecommunication Charges for the use of any Service provided.

19. WAIVER

No failure to exercise and/or delay by Telemedia in exercising any right or remedy pursuant to this Agreement shall operate as a waiver of such right.

20. SEVERABILITY

If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. Telemedia can replace any section or condition that is not legally effective with a clause or condition of similar meaning that is.

21. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of Belize.

22. GENERAL

Some Customers may receive a Service pursuant to a written contract with Telemedia. When such written contract exists, contract terms which are different from the general terms contained in this document shall govern the Services provided to a Customer. Terms and Conditions of Service contained in this document which are not inconsistent with the written contract shall also apply.

