



LIME's Terms & Conditions of Fixed Line Service

Part I

1. Application Of Terms And Conditions

1.1 These Terms and Conditions govern the provisioning of fixed line telephone service and facilities to residential and business customers by Cable & Wireless Jamaica Limited t/a LIME (herein referred to as "The Company").

2. Existing Contract

2.1 These Terms and Conditions shall become effective on August 1, 2007 ("the Effective Date").

2.2 These Terms and Conditions supersede the previous terms and conditions. All new Customers shall, in accepting service, be deemed to have consented to receiving such service on these Terms and Conditions and all existing Customers shall, by continuing to use any current service, be deemed to have consented to these Terms and Conditions.

2.3 Unless expressly incorporated in the specific terms and conditions, these Terms and Conditions shall not apply to:

2.3.1 The provision of Internet service.

2.3.2 The leasing of lines for data services.

2.3.3 Trunk line service.

2.3.4 Mobile telephone service.

2.3.5 Any other telecommunication services provided by the Company, other than those referred to in 1.1 above.

2.4 The existing terms and conditions for the services listed in paragraph 2.3 shall remain in force until superseded by new terms and conditions for these services.

2.5 The Company has the right to modify this Agreement from time to time upon reasonable notice to the Customer. If the Customer continues to use the Service after such notice, then he shall be deemed to have accepted such modification.

2.6 Notice to Customers may be published in a daily newspaper circulated in the island, by radio announcement, by notices placed in our Business Offices or dealer locations, on our website at www.cwjamaica.com or sent by email or voice mail messages to Customer Line or other contact given on the Application Form.

3. Application For Service

3.1 Application for telephone service to be provided, or for an installation to be altered or removed, should be submitted to The Company in any manner prescribed, or on a prescribed form provided by The Company.

3.2 The Company shall notify the applicant, either on the relevant Application Form or by other notice in writing of the rate or amount of any rental or other charges, which are to be borne by the applicant in respect of the service to be provided.

3.3 The Company is not obliged to provide telephone service to any individual or firm that owes for any service already rendered by The Company, whether or not such service is governed by these terms and conditions, until arrangements have been made to liquidate the unpaid account.

4. Application Of Residence Rates

4.1 Residential Rates will apply to the service provided under the following conditions, that is, in:

4.1.1 A private residence used for residential purposes only.

4.1.2 The residential portion of hotels, apartment houses, boarding houses, churches or institutions where the use of the service is confined to the social and personal use of the customer.

4.1.3 The residence of a person practising a recognized profession provided that profession, is not practised there and the use of the service is basically confined to social and personal use.

5. Application Of Business Rates

5.1 Business rates will apply to the service provided, under the following conditions:

5.1.1 In offices, stores, factories, educational institutions, clubs, hospitals, private and public institutions.

5.1.2 At locations where the service is used substantially for business and is so advertised.

6. Conditions Relating To A Particular Installation

6.1 Where any privately owned equipment is intended to be connected with the apparatus provided by The Company, the customer shall ensure that

all such equipment is fully compliant with the certified standards as advised by The Company from time to time.

6.2 Where the circumstances are such that The Company considers that special terms and conditions should apply for the protection of an installation, The Company may from time to time determine such terms and conditions and notify the customer in writing.

7. Network Demarcation/Termination Point

7.1 The Company will install a device to indicate the termination of its network, and the beginning of the customer's in-house facilities for which the customer is responsible. The device, called a Master Jack, will be owned and maintained by The Company as a part of its network. Master Jacks will be deployed in new customers' premises during installation visits. The installation of Master Jacks for existing Customers will be based on a schedule, which will be determined by The Company.

7.2 A customer's access to the Master Jack is permitted only to:

7.2.1 Connect a telephone instrument, to the socket labelled "phone", for normal operation.

7.2.2 Facilitate self-testing as part of the fault resolution procedure.

7.2.3 Allow connection to the in-house wiring facilities by a qualified contractor.

Part II

8. Refusal /Disconnection Of Service/Removal of Equipment

8.1 The Company may refuse to render new service, disconnect existing service

or enter the service premises and remove its own equipment for any of the following reasons:

8.1.1 When the applicant or customer has failed to pay amounts that are past due and owing

to The Company for any services previously rendered whether or not those services governed by these terms and conditions.

8.1.2 When the Customer fails to comply with the terms of any agreed payment plan.

8.1.3 When a bankruptcy petition has been filed against the Customer or if, the Customer being a corporate body, a resolution is proposed or a petition filed for it to be wound up or a receiver, or administrator receiver, temporary manager or judicial manager or similar officer is appointed over the whole or any part of its assets; or if the Customer shall propose a composition with its creditors, or if distress or other similar process shall be levied against the Customer and same is not discharged within thirty (30) days.

8.1.4 When applicant's or customer's premises are unsafe, or are used in violation of any act or regulation as stated herein.

8.1.5 When the services are used in violation of any statute or of any regulations, rules or order made under any statute.

8.1.6 When the applicant has, in relation to any service, defrauded The Company or committed a breach of any service agreement.

8.1.7 Where The Company has reasonable grounds to believe that the services and facilities are being used in a manner resulting in, or likely to result in the evasion or avoidance of The Company's legitimate charges, or in

other circumstances that indicate an intention to defraud.8.1.8When the customer uses or permits the use of abusive, profane or offensive language, or simulates being another person for the purpose of defrauding, or uses the telephone for the purpose of threatening, or unreasonably interferes with telephone service of another user or with another user's private rights.

8.1.9 When the customer abandons the premises where the service is installed and has not paid for the service.

8.1.10 When the customer attaches, installs, or connects (directly or by induction) to facilities or equipment, the property of The Company, any instruments, apparatuses, or mechanisms of any kind that are not compliant with the certified and approved standards or otherwise tampers with the installation.

8.1.11 When the customer refuses to allow The Company to install the Master Jack.

8.2 Where The Company declines to provide a service notwithstanding the availability of facilities, it shall provide the applicant with a written reason.

9. Installation Or Restoration Of Service

9.1 The Company shall provide and/or restore service that had been refused or disconnected due to any of the conditions outlined in 8.1 above, once the unsafe conditions are overcome and/or there is compliance with the laws, regulations and any relevant customer contracts to its satisfaction, subject to the availability of facilities for the provision of such service.

10. Termination Of Service At Customer's Request

10.1 The customer may, by giving fourteen (14) days notice in writing, require The Company to cease to

provide telephone service. This notice relieves the customer from liability to pay any further service charges on the expiration of fourteen (14) days from the date on which The Company receives the notice or on expiration of the notice, whichever is later. The notice does not relieve the customer from any other liability that has accrued prior to the date of termination whether billed or not.

11. Temporary Disconnection At Customer's Request

11.1 A customer may be granted temporary disconnection at a discount of 50% on the regular rate (the discounted rate being termed the vacation rate) under the following conditions:

11.1.1 The customer applying for this facility must have had service continuously for a period of not less than six months and must not be indebted to The Company at date of application.

11.1.2 Service and charges at the vacation rate will be allowed for no less than one month, nor more than three months and on no more than one occasion in any calendar year.

11.1.3 Charges at the vacation rate, for the entire period, must be paid in full at the time the application is accepted by The Company.

11.1.4 Service will be restored on the last day of the vacation period, unless the customer has made request for restoration of service in advance of that date. Notification should be

given sufficiently in advance of the desired date. Any extension of temporary disconnection beyond three months will be at the regular rental rate.

11.1.5 In the event of advance restoration of service, the customer will be billed at the regular rate from and including the date following that on which service is restored.

12. Effects Of Cancellation During Minimum Period Of Service

12.1 The Company will determine in respect of any installation a period of not less than three (3)

months as the minimum period for providing this service (referred to as "The Minimum Period of Service"). This period will begin with the day the installation was connected for use. Where The Minimum Period of Service is determined to be more than three (3) months, The Company shall notify the customer thereof by notice in writing.

12.2 Where, after an installation has been connected for use, it is disconnected before the expiration of the minimum period of service as a result of a notice given by the customer, he shall compensate The Company for loss of revenue in respect of the installation. This sum shall not exceed the amount of the charges which would have been payable to The Company by the Customer for the period commencing with the effective date of termination under 10.1 above, and ending with the last day of the Minimum Period of Service.

12.3 Where, service at a particular location is cancelled by the customer before the minimum period of service, no charge will be made against the original customer for having terminated service before the minimum period of service, if:

12.3.1 The service is taken over in its entirety by a new customer without interruption of said service.

12.3.2 And the new customer assumes responsibility for all unpaid charges on the original

contract.

12.4 Where service is forced to be terminated, before the minimum period of service at a particular location, no charges will apply against the customer excepting any other liabilities that may have accrued up to the time the service was terminated, if the termination is due either to:

12.4.1 An act of God.

12.4.2 Or other cause deemed by The Company to be beyond the control of the customer.

12.5 Notwithstanding any Minimum Period of Service set out herein, where an applicant applies for the service on or after August 1, 2007 and within twelve (12) months of installation thereof applies to have the service converted to a Prepaid Fixed Telephony Service ("Pre-Paid Service"), then such customer shall be liable to pay the installation charge applicable to the Pre-Paid Service upon the Company's acceptance of the application.

13. Cancellation Of Application For Service

13.1 If an applicant requests cancellation before The Company has begun installation, The Company will cancel the application and no charges will be made against the applicant except as specifically covered by written contract or as provided for in these Terms and Conditions.

13.2 Where an application is cancelled at the request of the customer after installation has begun but

before installation is completed, the customer shall pay a charge to The Company not exceeding the total amount which would have been payable by way of installation charges, removal charges and rental for the minimum period of service. In assessing the charges, The Company shall consider and take into account the use it is able to make of the equipment and materials recovered.

13.3 Where an application, involving equipment specially purchased for a customer at the customer's request, is cancelled by the customer before installation starts, then the customer may be asked to pay such charges as The Company had incurred. The Company will take into consideration the use it is able to make of the equipment elsewhere.

14. Disconnection

14.1 Subject to the provisions of the Telecommunications Act, The Company may disconnect the service and enter the Service Premises to remove its equipment if there shall be attached (whether physically or by induction) to any line or facility provided by The Company to the Customer any non-compliant equipment, or any equipment which is intended to permit any person to defraud The Company; or to use the Company's facilities:

14.1.1 To avoid, evade or minimise any of The Company's charges
14.1.2 For a purpose other than the service which the Customer contracted
14.1.3 To transmit

any unauthorised message over The Company's network

14.1.4 To bypass The Company's network

14.2 Disconnection of service shall not affect the obligation of the Customer to pay any amount owing to The Company.

Part III

15. Establishment Of Credit And Call Charge Limits

15.1 Credit limits for new and/or existing customers may be established, at the discretion of the Company. Where a customer's established credit limit has been exceeded without an additional deposit or other arrangements acceptable to The Company being made, the service may be disconnected.

15.2 An applicant or a customer on application may be requested by The Company to establish and maintain credit in one or any combination of the following ways:

15.2.1 A deposit based on monthly service charges and estimated toll and overseas charges for an accounting period plus 45 days.

15.2.2 By furnishing credit references acceptable to The Company.

15.2.3 By providing a suitable written guarantee in a form prescribed by The Company, renewable on expiration respect of which The Company shall be the sole judge as to whether or not the guarantee is acceptable.

15.3 Notwithstanding the provisions of 15.2 above, credit will be limited to an amount agreed with the applicant/Customer or on the basis of the customer's average monthly bill.

16. Deposits

16.1 New applicants for service or existing Customers may be required to make a deposit in keeping with clause 15.1 above to obtain or to retain service. This deposit may be increased in keeping with increases in the Customer's average bill.

16.2 In cases where the applicant is a customer or former customer, who had defaulted on payment to The Company, a deposit will be required for restoration of service or for provision of new service.

16.3 The Company will pay simple interest on all deposits, at the average savings rate of The Company's principal banker(s) for the immediately preceding 12-month period. Interest shall be computed on the basis of a calendar year or part thereof and shall be accrued annually to the customer's account, or at the time of discontinuance of the service.

16.4 Upon final discontinuance of service, the deposit and any accrued interest will be applied firstly to the customer's account and the balance, if any, refunded to the customer.

17. Effect Of Deposit

17.1 The fact that a deposit has been made, shall in no way relieve the customer from complying

with The Company's requirements as to prompt payment of bills on presentation, nor, shall it constitute a waiver of the regular practices of The Company providing for the discontinuance of service for non-payment of any sum due to The Company.

18. Presentation Of Bills

18.1 Bills will be presented and itemized as follows:

18.1.1 Rental charges: access to The Company's network

18.1.2 Call charges: local (intra-parish, inter-parish) and international

18.1.3 Other charges: network features and other services including installation, reconnection, removals and transfers.

18.2 The Company shall normally bill for its service on a 30-day period according to the established billing system.

18.3 Charges for monthly rental service and directory inserts shall be billed in advance.

18.4 Charges for calls shall normally be billed monthly in arrears.

18.5 Special bills for accumulated calls may be presented when justified.

19. Payment Of Bills

19.1 All bills are due and payable upon date of presentation, that is, the date of the bill, except where special payment arrangements have been made in agreement with the customer.

Notwithstanding anything contained in any other agreement between The Company and the

Customer, The Company may send a single composite bill for more than one service or for all services provided to the Customer.

19.2 Bills will be sent via post, or any other means approved by The Company. The Company shall not be responsible for and shall not be faulted for customers' non-receipt of bills delivered to the post office. Billing details may be obtained directly from The Company by either contacting the Customer Care Centre or via other facilities and, accordingly, non-receipt of a bill is not an excuse for non-payment.

19.3 The Company shall not be obliged to provide any service to a Customer who has failed to pay any bill due and owing to The Company.

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19.4 The Company shall be entitled to consolidate all bills in the name of the same Customer regardless of the service and transfer balances to or from accounts for fixed line services or any other services to any other account of the same customer for services not covered under this agreement.

19.5 The Company reserves the right to have balances collected from Customers by a third party Agent.

19.6 The Company shall have the right to charge interest on past due amounts, commencing on the effective date of these terms and conditions, provided that the rate of interest shall not exceed the rate payable by The Company on deposits.

19.7 In the event that The Company disconnects the Customer's service in error, The Company's liability shall be limited to a rebate of rental charges for the period of disconnection and the reconnection charge.

19.8 Notwithstanding any other clause herein, if in addition to the fixed line telephony service, the Customer applies for and receives any C&WJ service that is:

(i) facilitated either partly or entirely by the fixed line telephony service, and

(ii) expressly approved by the Company for prepayment, the customer MAY prepay all charges for such additional service(s), by any prepayment method authorized by the Company from time to time.

20. Non-Payment Of Bills: Procedure And Disconnection

20.1 The Company may, on default of payment of any bill or part thereof by the final payment date shown on the bill or on the occurrence of a credit limit breach, disconnect the service or services.

20.2 The Customer shall have no right to rebate of any charges incurred for the duration of any temporary disconnection resulting from non-payment of amount billed.

20.3 The Company shall restore service within 12 hours, after the Customer pays:

- (i) the bill,
- (ii) a reconnection fee, and
- (iii) any required deposit.

21. Permanent Disconnection

21.1 The Company may permanently disconnect the service and remove the installation from customer's premises, for non-payment.

21.2 If the debtor reapplies for service after a permanent disconnection, he shall pay the debt and apply for service as stated in Part 1 Section 3 and part III (15.1) in these Terms and Conditions of Service.

22. Procedure On Contested Charges

22.1 The customer shall notify The Company (by any means acceptable to The Company) of any

contested charges, within 30 days of the date shown on the bill and he shall pay the non-contested charges on the bill by the final payment date. Failure to pay the non-contested charges may result in the service being disconnected.

22.2 The Company shall investigate the contested charges and notify the result or progress of the investigation to the customer within 30 days after receipt of complaints. If it is established that these are legitimate charges, the customer shall pay the charges on presentation of the next bill.

22.3 The Company shall not disconnect the service to the customer for non-payment of the disputed amount before the result of the investigation has been notified to him, provided that the customer has given the Company proper notification in accordance with clause 22.1 above.

Part IV

23. Duties And Responsibilities Of The Company For Providing And Maintaining Service

23.1 The Company endeavours to provide a reliable, safe and efficient service within the limits of its resources and in pursuance thereof shall:

23.1.1 Promptly investigate complaints from Customers

23.1.2 Maintain a programme of periodic tests, inspection and preventative maintenance
23.1.3 Use its best endeavours to prevent interruptions of service.

23.2 In the event that service is interrupted for more than 72 consecutive hours through no fault of the Customer, the Customer shall be entitled to a proportionate credit in respect of the line rental for the period of interruption. This provision shall not apply where interruption is attributable to:

23.2.1 Customer's actions
23.2.2 The theft or vandalism of The Company's property
23.2.3 Damage to The Company's property by any third party
23.2.4 Hurricane, earthquake, fire or other Act of God.

23.3 The liability of The Company for damages arising out of defects in transmission, mistakes, omissions, interruptions, delays or errors occurring in the course of providing service, and not caused by negligence of the Customer, shall in no event exceed an amount equivalent to the proportional charge to the Customer for the period of service during which such defects in transmission, mistakes, omissions, interruptions, delays or errors occur.

24. Duties And Responsibilities Of The Customer

24.1 The duties and responsibilities of the customer shall include but not be limited to the following:

24.1.1 To use the lines and facilities provided carefully.

24.1.2 To provide all equipment, instruments and wiring beyond the Network Termination Point (Master Jack) in addition to such electrical outlets and protective devices necessary

for the installation, operation and maintenance of the services provided.

24.1.3 To bear full responsibility for the repair, care and protection of all equipment, wiring and other apparatus located beyond the Network Termination Point (Master Jack).

24.1.4 To use or connect only compliant instruments or apparatus.

24.1.5 To accept legal liability for rental and charges due, regardless of the persons using the service provided.

24.1.6 To report service interruptions to The Company's Customer Care Centre promptly.

24.1.7 To permit persons engaged in the business of The Company who produce, if required, some duly authenticated document showing their identity, to enter at all reasonable times upon the customer's premises for the purpose of constructing, inspecting, maintaining, altering or removing the installation.

24.2 The Customer shall not assign, dispose of or part with the telephone service except with the written consent of The Company.

25. Ownership Of Equipment

25.1 All telephone equipment and apparatus beyond the Network Termination Point (Master Jack) shall be provided by, be owned by and be the sole responsibility of the customer.

25.2 The Company owns all facilities and equipment, up to and including the Network Termination Point (Master Jack), used to provide service to customers. A customer who himself or his agent,

willfully or through negligence causes damage to The Company's equipment, shall reimburse The Company for the installed replacement and removal cost of such equipment.

26. Telephone Number Changes

26.1 Customers shall have no proprietary rights in telephone numbers or other numbers or designations assigned to them by The Company. The Company may make reasonable changes to such numbers or designations and to Central Office assignments provided that it shall give reasonable notice of such changes to Customers.

27. Telephone Directory

27.1 The Company will publish a Telephone Directory, which shall include in alphabetical order, the names, addresses and telephone numbers of all customers, except public telephones and those numbers which, at the customers' request, are unlisted.

27.2 The Company shall not be liable for errors or omissions in the free listing of the Directory. In the case of paid listings, The Company shall only be liable for a sum not exceeding the amount paid for such listing.

27.3 Every customer shall be provided with one telephone directory for each Fixed Line, free of charge, containing at a minimum the listed numbers for the customer's local calling area.

Part V

28. Save Harmless Cause

28.1 The customer indemnifies and saves The Company harmless against the following:

28.1.1 Acts or omission of other companies when their facilities are used in connection with

The Company's facilities to provide service.

28.1.2 Any defacement or damage to the customer's premises resulting from the existence of

The Company's instruments, apparatus and associated wire on such premises, or from

the installation or removal thereof, when such defacement or damage is not the result

of the negligence of The Company or its employees.

28.1.3 Any accident, injury or death occasioned by its equipment or facilities, when such is not

due to negligence of The Company.

28.1.4 Claims for libel, slander or infringement of copyright arising from the material

transmitted or recorded over its facilities.

28.1.5 Claims for infringement of patent arising from combining with or using in connection

with, facilities of The Company any apparatus and systems of the customer.

28.1.6 Claims arising from the collection of balances from customers by third party agents.

28.1.7 All other claims arising out of any act or omission of the customer in connection with

facilities provided by The Company.

Dated August 1, 2007

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