

LIME
GENERAL TERMS AND CONDITIONS OF MOBILE SERVICE

In this Agreement, the terms “ ‘You’ and ‘Your’ ” will be used to refer to the Customer and the terms “ ‘We’, ‘Us’ and ‘Our’ ” will be used to refer to Cable & Wireless Jamaica Limited t/a Landline, Internet, Mobile and Entertainment (“LIME”). This is an agreement between You and Us for the provision of mobile telephone service (“the Service”) including but not limited to post-paid, pre-paid and roaming services on our mobile networks. This Agreement, the Service and the use of Your receiving equipment (“the Unit or Device”) are subject further to applicable tariffs and regulations. Your use of the Service will constitute your agreement to be bound by these terms and conditions.

1. **Availability of Service**

Service is available only when the Unit or Device is within the operating range of Our mobile system or of an operator with which We have an applicable roaming agreement. Service is subject to transmission interference caused by atmospheric or topographical conditions and may be interrupted by equipment failure, modification, upgrade, relocation, repair or similar activities.

2. **Use of Service**

The Service is confined to Your own use and not for resale of any form of telecommunication service. Non-observance of this restriction shall be a ground for immediate termination of the Service. You have no proprietary or other interest in any mobile telephone number assigned by Us, and We have the right to change any such telephone number from time to time. With the exception of GSM Units or Devices where numbers are stored on the SIM Card, each Unit or Device will carry only one telephone number and have one Electronic Serial Number (ESN) or **International Mobile Subscriber Identity (IMSI)**. You will be responsible for ensuring that this Unit or Device is technically compatible with Our mobile system and conforms to any applicable rules and regulations prescribed by Us or any Governmental or other regulatory authority.

When You use the Service to access data, content and Internet services, You also agree to comply with the terms of our Acceptable Use Policy as published by us from time to time.

3. **Rates**

(a) **Charges for Service**

Charges for the Service shall be based on rates published by Us from time to time. Airtime charges apply only to completed calls and for this purpose, a call is completed if it is answered by a person or by some device such as a fax machine, computer modem, answering machine, voice mailbox system or other device.

(b) **Air Time Charges**

Charges for outgoing calls will be billed in one second increments and any fraction of a second will be rounded upwards to the next second save and except for charges for roaming which are billed in one minute increments and any fraction of a minute will be rounded upwards to the next minute. Charges for , ring tones, games, wallpaper, and other Content downloads and data products will be billed on a per call, per unit, or on a per megabyte basis as stated in our applicable tariffs or price lists

(c) **Cess, etc.**

You will also pay any applicable cess, licence fee or other charges imposed on Us for the use of the spectrum or otherwise. Such cess, licence fee or other charges shall be added to the Customer’s bill.

3. **The SIM Card**

(a) When your handset is activated on our network you will receive a Subscriber Identity Module (“SIM Card”). The SIM Card identifies you to our network, stores information about your phone number, service and registration and provides the memory for your phone book and stored messages. The Service will not work without the SIM Card.

(b) If you make calls on other Devices using your SIM Card such calls will automatically be charged to your account.

(c) The SIM Card is Your property and You must keep your SIM Card safe and in good condition. Any theft, loss of, or damage to your SIM card is your liability and You must pay us a replacement fee for stolen, lost or damaged SIM Cards. A replacement fee will not be charged in the event that a SIM Card is faulty or defective and returned to Us within the applicable warranty period.

4. **Usage Advance & Security Deposit**

A deposit, and/ or a usage advance will be required by Us based on the type of service chosen by You and Our credit policies as may be in effect from time to time.

(a) **Usage Advance**

In instances where You are required to pay a usage advance the amount of such usage advance will be agreed with You. You will not be allowed to incur charges in excess of the usage advance paid, but if such charges are incurred, You will be liable for them. The amount of the usage advance may be adjusted by You, or by Us.

(b) **Security Deposit**

(i) In instances where You are required to pay a security deposit, this amount will be determined by Us, and shall be payable upon request. We will pay simple interest on the deposit at a rate to be determined by Us from time to time. Interest will be computed on the basis of a calendar year or part thereof and shall be credited annually to Your account, or at the time of discontinuance of the Service. Upon

discontinuance of Service, the deposit and any accrued interest will be applied first to Your account and the balance, if any, refunded to You.

- (ii) The fact that a security deposit has been paid shall in no way relieve You from complying with our requirement for prompt payment of bills on presentation, nor, shall it constitute a waiver of Our regular practice in relation to discontinuance of service for non-payment of any sum due to Us.

(c) Credit Limit

A Credit or usage limit will be established for all post paid customers at Our discretion. If You exceed Your established limit without entering into an arrangement acceptable to Us, We may suspend Your Service.

5. Billing and Payment

You are responsible for the payment of all charges for the Service, including but not limited to access charges, air time charges, including toll charges, and charges for service features.

- (a) All bills rendered to You must be paid in full on or before the Final Date shown on the bill. If a bill is delayed in the post or otherwise, it is Your obligation to call Us to verify the amount due. Where payment is made by cheque credit card or other instrument, We may charge You a return fee if the cheque credit card or other instrument is dishonoured.
- (b) Non-payment of bills by the Final Date will lead to the Service being disconnected and/or suspended. Upon suspension, prompt payment of the outstanding amounts will ensure restoration of service. Non-payment of bills after suspension shall result in permanent disconnection from the network, necessitating full payment of outstanding amounts and reapplication for Service.
- (d) Prepaid Service
In the case of prepaid service, no bill will be sent to You and network access will be terminated where the Service is deemed to be inactive by Us, that is, if You have a zero balance on Your account for a period in excess of the period prescribed by us and or the value of the prepaid credit on your account has expired and has not been renewed for a period in excess of the period prescribed by us .
- (e) Discounted Mobile Handsets
If You purchase Mobile Handsets from Us for prepaid or postpaid mobile service at Our discounted rates, You shall be required to retain active service with Us for a minimum period prescribed by Us. If You fail to retain active service for such period, You will be liable for the payment of the difference between the discounted rate and the undiscounted retail price of the phone charged by us at the time of your purchase.

6. Contested Charges

You must notify the Company of any contested charge prior to the Final Date for payment stated on the bill in which such charge appears. Charges in the same bill which are not contested shall be paid on or before the Final Date. If after investigation it is established to our satisfaction that the whole or any part of any contested charge is legitimate, then you must pay such charges on the Final Date shown in the next bill.

7. Disconnection

We may disconnect the Service if (i) You fail to pay any charge on the Final Date; (ii) if you or your spouse or any company of which you or your spouse is the principal shareholder is indebted to us on any other account (including, but not limited to, mobile service, ordinary telephone service and Internet service); (iii) if You are using the Service or any other service or facility in violation of any law, or to defraud Us, or to resell any form of telecommunication service ,or to trespass upon any of our facilities or works, or to meddle ,interfere or tamper with any of Our facilities or works or otherwise cause harm to any of our facilities or works, or in contravention of any restriction imposed by Us; or (iv)if you use or permit the use of the service to defraud, abuse, annoy, threaten or harass any other person or unreasonably meddle, interfere or tamper with the service of another person or with another person’s private rights (v) if You commit any other breach of this Agreement; or (vi) if You incur charges in excess of the deposit or in excess of Your Usage Advance; or (vii) We deem your Service to be Inactive.

8. Transfer of Balances and Collection

We reserve the right to transfer a credit or debit balance to or from any of your accounts with us (including but not limited to accounts for mobile service, ordinary telephone service and Internet service) provided that We give you prior notice thereof.

We reserve the right to have any outstanding charges collected from you by a third party agent **to recover from You all costs and** expenses (including reasonable legal fees) associated with the collection of amounts due to Us.

9. LIMITATION/EXCLUSION OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN, WE SHALL NOT BE LIABLE FOR NON-PERFORMANCE OR UNAVAILABILITY OF THE SERVICE IF SAME IS CAUSED OR CONTRIBUTED TO BY EQUIPMENT FAILURE OR BREAKDOWN, ACTS OF GOD, STRIKE, LABOUR DISTURBANCE, THE ACT OR OMISSION OF ANY OTHER TELECOMMUNICATIONS CARRIER OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL. IF, WE INCUR ANY LIABILITY TO YOU (WHETHER DUE TO NEGLIGENCE OR OTHERWISE), ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, OUR LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE PRO-RATA MONTHLY ACCESS CHARGE DURING THE PERIOD THAT THE SERVICE WAS AFFECTED OR J\$500.00, WHICHEVER IS LOWER.



IN NO EVENT SHALL WE BE LIABLE TO YOU OR YOUR EMPLOYEE, AGENTS, CLIENTS, OR ANY THIRD PARTY FOR:

- i) ANY DELAY OR GENERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, OUR FAILURE TO PERFORM UNDER THIS AGREEMENT; OR
- ii) DAMAGE TO PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE SYSTEM; OR
- iii) LOSS OF DATA, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR UNIT OR DEVICE.

WE MAKE NO REPRESENTATION AND GIVE NO WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN.

- 10. **Privacy**
Mobile telephone calls may be intercepted. Accordingly, complete privacy, although likely, cannot be guaranteed.
- 11. **Severance**
If any provision of this Agreement is invalid or unenforceable, it shall be severed from this Agreement and the balance of this Agreement shall be unaffected and shall be enforceable.
- 12. **Customer's Copy**
You confirm that you have received a copy of this Agreement and read it and that you clearly understand it. You also confirm that we have not made any representation or commitment, which is not set out herein.
- 13. **Notice**
Notice to You may be posted on our website, published in any daily newspaper circulated in the Island, dispatched to your billing address, sent by SMS message to your mobile phone number or such other means by which we may reasonably notify you as may be available to Us from time to time.
- 14. **Change**
We have the right to modify this Agreement (by changing any of the terms hereof or by introducing new terms). Notice of any such modification shall be given to you via any of the means listed in Clause 13 above. If you continue to use the Service after such Notice, then You will be deemed to have accepted such modification.
- 15. **Governing Law**
This Agreement shall be governed by Jamaican law.