



## TAMBAREEN FAMILY CUG

LIME's General Terms and Conditions of Mobile Service together with these terms and conditions form a single Agreement between You and LIME for the provision and use of the Tambareen Family Closed User Group Service ("the Service"). Your subscription to the Service means you agree to these terms and conditions.

### 1. The Service

- 1.1 To subscribe to the Service, you must pay the subscription fee and text the code RAGA30 to the number 142. If the transaction is successful, you will be sent a text message within 24 hours confirming that you are a member of the Tambareen Family.
- 1.2 Tambareen Family members will be allowed to make calls and send text messages to all other members of the Tambareen Family without further charges. During broadcasts of the television programme hosted by Ragashanti on LIME TV ("the Programme") Tambareen Family members can also make calls and send text messages to the designated studio numbers without further charges.
- 1.3 Premium texts and text responses to quizzes and competitions whether or not conducted during the Programme will not be included in the Service and will be charged at advertised rates. Calls and text messages made and sent outside of the Tambareen Family will be billed at standard rates as advertised from time to time and subscribers must therefore Top Up as usual in order to make such calls.
- 1.4 Mobile TV handsets do not allow users to make calls and send sms messages while using the TV function. Family members therefore cannot use their mobile TV handsets to watch TV programmes while using the Service.
- 1.5 The Service and this Agreement may be changed, suspended or withdrawn in whole or in part at any time by LIME. Tambareen Family members will be advised in advance of any such changes or withdrawals by SMS, notice on [www.lime.com](http://www.lime.com), IVR or media advertisements as determined by LIME in its discretion. Regarding suspensions however, Family members may be advised as soon as practicable thereafter.

### 2. FAMILY RULES

- 2.1 You must be 18 years or older to be a member of the Tambareen Family
- 2.2 Your mobile handset must have prepaid service on the LIME network.
- 2.3 You must have enough credit on your phone to cover the subscription fee and GCT when you text RAGA30 to the number 142. Bonus credit cannot be used to pay for subscription to the Tambareen Family, and in any event can only be used for on-net calling.
- 2.4 Your subscription will last for 30 days including the day of subscription. You can check if you are in the Tambareen Family by texting RAGA to 142.
- 2.5 You can be a member of the Tambareen Family even if you do not have a mobile TV handset or mobile TV access.
- 2.6 The Service will not operate if you are roaming.

- 2.7 The service is confined to your own use for non-commercial voice and sms communications only and is not for resale. It shall not be used:
  - (a) to transmit any defamatory, fraudulent, offensive, abusive, indecent, harmful, threatening or menacing material or words;
  - (b) in any manner which constitutes a violation or an infringement of any duty or obligation in contract, tort, or otherwise to any third party;
  - (c) in connection with the commission of an offence against the laws of Jamaica; or
  - (d) for any purpose other than the purpose as defined and set out in herein.

Non-Observance of these restrictions shall be grounds for immediate disruption or termination of your call as well as immediate termination of the service.

### 3. LIMITATION/EXCLUSIONS OF LIABILITY

- 3.1 NOTWITHSTANDING ANYTHING HEREIN, LIME WILL NOT BE LIABLE FOR NON-PERFORMANCE OR UNAVAILABILITY OF THE SERVICE IF CAUSED OR CONTRIBUTED TO BY LACK OF COVERAGE IN AREA OF USE, EQUIPMENT FAILURE OR BREAKDOWN, ACTS OF GOD, STRIKE, CIVIL UNREST, LABOUR DISTURBANCE, OR OTHER REASONS BEYOND LIME'S REASONABLE CONTROL. IF ANY LIABILITY TO YOU IS CAUSED (WHETHER DUE TO NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THE LIABILITY OF LIME SHALL BE LIMITED TO THE AMOUNT OF THE PRO-RATA MONTHLY FEE CHARGED DURING THE PERIOD THAT THE SERVICE WAS AFFECTED. IN NO EVENT SHALL LIME BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR:

- (a) ANY DELAY OR INCIDENTAL GENERAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH LIME'S FAILURE TO PERFORM UNDER THE AGREEMENT; OR
- (b) DEATH OR PERSONAL INJURY OR DAMAGE TO THEIR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE SYSTEM.

LIME MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN.