

# General Terms & Conditions Residential Services

## TURKS & CAICOS ISLANDS

### 1. DEFINITIONS

1.1 In this Agreement:

“access charge” means the monthly charge for connection to Our network.

“account” means the account in which We record Your charges or credits.

“Agreement” means these general terms and conditions, Schedule 1 hereto, the service specific terms and conditions in Schedules 2 to 8 which apply to the individual components of the Service and any other terms and conditions issued by Us from time to time in respect of services not specifically mentioned herein, the Service Application Form You completed requesting the particular Service, any documents referred to in this Agreement and any additional or varied terms and conditions as We may notify You from time to time.

“cancellation charge” means the charge which is applied to Your account for cancelling this Agreement before the end of the Minimum Period or the Renewal Period in effect and is calculated by adding up the unexpired monthly service charges from the time You terminate the Agreement until the end of the Minimum Period or the Renewal Period in effect.

“charges” includes service charges, usage charges, access charges, installation charges, special installation charges, roaming charges, maintenance charges and any other charges relating to this Agreement or to the Service (including reasonable administrative charges), as set out in our Tariff Sheet or as notified to You.

“Country” means the territory of Turks and Caicos Islands.

“credit limit” means the value of unbilled and unpaid charges that You are normally allowed to accumulate each month.

“equipment” means any line, or other telecommunications apparatus, or any physical component of Our network and other equipment supplied by Us to You, for the provision of any Service and includes the Terminating Device and UPS.

“installation charges” means the charges payable by You for installation and connection of the Service.

“maintenance charges” means generally one-off charges that are the result of special services that You have requested; they also include charges, as set out in our Tariff Sheet where We have attended to a fault on Your request which was subsequently proved to be within Your own apparatus, and include paying Our charges in cases where Your apparatus has damaged Our network or equipment.

“Minimum Period” means the minimum period of service, if any, specified on the Service Application Form; or, if no minimum period is so specified, one (1) month from the date of provision of the Service.

“network” means Our telecommunications network by which We provide the Service under this Agreement and includes the Terminating Device and any of Our equipment.

“NID” means the network interface device installed by Us at the service address showing the termination of Our network to which Your internal wiring is connected that is to say the network demarcation point.

“normal working hours” are 7:30 a.m. to 4:30 p.m. Monday to Friday, excluding public holidays.

“ONT” means a device called an optical network terminal that converts an optical signal into an electrical signal. The ONT is installed at the service address showing the termination of Our network to which Your inside wiring is connected that is to say the network demarcation point.

“roaming charges” means the charges incurred when a mobile phone is used outside of the Country.

“Service(s)” means the telecommunications services including but not limited to, where applicable, Fixed Line, Mobile, Internet, Netspeak, Blackberry Internet and/or Data Roaming, Mobile Data and television services, and any add-ons and/or upgrades thereto which We may offer from time to time.

“service address” means the address (or subsequent address to which You move) at which the Service is provided.

“Service Application Form” means the application form You completed for the Service and which forms part of this Agreement.

“service charges” means Our monthly charges for the provision of the Service to You, generally payable monthly in advance; and excludes usage charges.

“special installation charges” means the charges payable by You if We provide special installation services, and We shall agree with You Our charges for such services.

“Tariff Sheet” means Our most current published price lists for Services, copies of which are available from our customer service department.

“Terminating Device” means either a NID or an ONT.

“UPS” means a device which maintains a continuous supply of electric power to connected equipment (e.g. an ONT) by supplying power from a separate source in the event of a power outage.

“usage charges” means Our charges for telephone calls including international telephone calls, domestic mobile charges and any other charges not covered by the service charges or the installation charges.

“We”, “Us” and “Our” means Cable and Wireless (Turks and Caicos Islands) Limited trading as LIME.

“You and “Your” means the customer named on the Service Application Form.

1.2 For the purposes hereof, We and You may be individually referred to as the “Party” or collectively as the “Parties”.

1.3 Any undertaking in this Agreement by either Party not to do any act or thing is understood to include an undertaking not to permit anyone else to do that act or thing.

1.4 References to a schedule or schedules are to the relevant schedule or schedules to this Agreement including such schedules as are modified from time to time by agreement between the Parties in writing in accordance with the terms of this Agreement.

1.5 If a conflict exists among provisions within the Agreement, specific terms will control over general provisions and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

### 2. OUR AGREEMENT

2.1 All applications for Service are subject to credit assessment before We can approve Your request for Service and connect You to the network. If We are not satisfied, in Our sole judgement, of Your creditworthiness We reserve the right to decline to connect You to the network or to provide You with the Service. We do not accept any liability for the consequences of Our declining to connect You to the network or declining to provide the Service to You.

2.2 This Agreement between You and Us applies from the time that We approve Your request for Service.

2.3 You must also pay a deposit if We ask for one (see Clause 8.8 below).

2.4 We will open an account in Your name and We will apply charges incurred by You to Your account. We will also credit any money, which We owe to You to Your account or provide You with a cash refund when appropriate.

2.5 We may set a monthly credit limit at Our discretion for usage charges, and will advise You of that limit. We may bar You from using the Service if You go over the credit limit.

2.6 We may from time to time change these terms and conditions or the charges related to the Service. We shall give You reasonable advance notice, of not less than thirty (30) days, of any changes which significantly or adversely affect the Service or Your agreement with Us, or which increase Your charges. We will also post the most current version of these terms and conditions at [www.lime.com](http://www.lime.com) or other appropriate location. The terms and conditions are also available in Our retail stores. Please check these locations regularly to inform Yourself about changes to the terms and conditions. If You do not agree to any changes made to the terms and conditions which adversely affect the Service or Your agreement with Us or which increase Your charges, You may terminate the Agreement, as regards the affected Service only, by giving Us notice in writing within thirty (30) days of the date of Our notice. If however We do not receive a notice of termination and You continue to use the Service or You pay any amount billed to Your account after the effective date of the change to the terms and conditions or the charges You are deemed to have accepted the changes to the Agreement, including the increased charges. Where You terminate Service as provided for in this Clause 2.6 You shall not be liable to pay Us any early termination fees or similar cancellation fees.

2.7 You may add to or reduce Services from time to time by contacting Our customer services department. Any upgrade or downgrade in service level or any other change in Services must be effective for a minimum period of one (1) month (or such longer period as we may notify You in writing) before a further change in the same Service may be implemented. The charges applicable to Your changed Services will be as set out in our current Tariff Sheet or as otherwise communicated to You at the time We agree to the change.

2.8 This Agreement applies to any further or additional services provided to You unless it is specifically excluded or unless the provision of that service is governed by a separate agreement.

### 3. MINIMUM PERIOD

3.1 This Agreement commences on the date of provision of Service and continues in force for the Minimum Period.

3.2 After the expiration of the Minimum Period this Agreement shall automatically renew for successive terms equal to the Minimum Period (“Renewal Period”) unless You give Us written notice no later than thirty (30) days prior to the end of the Minimum Period or a Renewal Period then in effect that You wish to terminate the Service.

3.3 If You want to terminate this Agreement prior to the end of the Minimum Period then in effect You must pay Us the appropriate cancellation charge. No cancellation charge is payable if You end this Agreement because any licence which We require to run the network is ended.

3.4 We may from time to time have certain promotions or offer bundled services (i.e., more than one Service for one discounted total price) which require customers to have Service for a specified length of time. If You agree to participate in such promotions or sign up for such bundled services, You will not be able to terminate the Agreement on notice until the expiration of that period or You agree to pay the appropriate cancellation charge which may include a repayment of all discounts previously given to You. You agree that You will pay the service charges and usage charges up to the end of the notice period and any roaming or incoming collect call charges within three (3) months after the end of the notice period or until You stop using the Services, whichever is later.

3.5 At the end of any Minimum Period during which You enjoyed discounted prices, if the Agreement is not renewed under the same or another minimum service plan, Your Service may be converted to a month-to-month Service plan at a monthly fee that may be higher than Your current rate. If You select a new minimum service plan, the terms of that plan will apply.

3.6 We reserve the right to terminate this Agreement during the Minimum Period or any Renewal Period then in effect for the reasons stated in Clause 15.

### 4. PROVIDING SERVICES

4.1 We will make all reasonable efforts to make sure that the Service is always

available to You, but the quality and coverage of the Service may vary from place to place, and from time to time due to circumstances or conditions outside Our reasonable control including but not limited to physical obstructions, atmospheric and/or topographical conditions, other causes of radio interference, and faults in other networks not owned by Us but to which Our network is connected. We will not be liable in the event that the Service is affected by reasons beyond Our control resulting in a call and/or the internet connection being interrupted, dropped, refused or curtailed.

- 4.2 You must give Us any information that We reasonably require to process Your application, including any information that We require to verify Your application, and to provide the Service or perform Our responsibilities under this Agreement.
- 4.3 You will not act in any way or do anything, whether knowingly or otherwise, which will impair the operation of the network or any part of it, or put it in jeopardy.
- 4.4 You must follow all reasonable instructions We give You about the Service and Our other facilities.
- 4.5 You must not resell the Service or allow anyone else to resell the Service or utilise the Service or allow anyone else to utilise the Service in any way in which You or anyone else may realise a profit or fee or receive any form of consideration whatsoever for the use of the Service.
- 4.6 You shall not use any procedure for avoiding, evading or reducing payment of Our published charges for the Service as revised from time to time.
- 4.7 You shall not use the Service:
- 4.7.1 to impair the operation of Our network, the network of any third party or any part of such networks or put such networks in jeopardy; or
- 4.7.2 for any illegal, fraudulent, immoral, improper or criminal purpose; or
- 4.7.3 in any manner or for any purpose prohibited by any law, regulation or international convention; or
- 4.7.4 in any manner which infringes or might infringe the rights of any person including without limitation copyright, trademark or other intellectual property or proprietary rights or confidentiality; or
- 4.7.5. for avoiding, evading or reducing payment of our published charges as revised from time to time for the Service; or
- 4.7.6 for the purpose of intimidating, harassing or causing any nuisance, annoyance, or inconvenience to anyone.
- 4.8 We, or Our suppliers, retain title and property rights to equipment provided by Us (excluding equipment sold to You under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, You must surrender and immediately return to Us all and any such equipment provided by Us to You (excluding equipment sold to You under the Agreement).

## 5. ACCESS

- 5.1 By applying to Us for Service and/or by using the Service, You confirm that You give Us and Our contractors permission or have secured permission for Us and/or Our contractors to:
- 5.1.1 carry out any work at the service address necessary to enable Us to install, maintain, repair, alter, renew or remove any of Our equipment or any part of Our network;
- 5.1.2 keep the Terminating Device and the UPS at the service address;
- 5.1.3 enter the service address if We need to inspect or remove any of Our equipment or any part of Our network. We will always try to give You as much advance notice as possible; and
- 5.1.4 place and maintain lines under, upon or over the service address or place and maintain poles upon the service address, and trim or cut down any tree upon the service address likely to interfere with the Service or Our network.

5.2 You agree not to do anything or allow anything to be done at the service address that may cause damage to or interfere with any of Our equipment or any part of Our network or prevent Our having easy access to Our equipment or network.

5.3 You agree to obtain all other consents necessary for Us to carry out any work at the service address.

## 6. INSTALLATION

- 6.1 We will agree with You in advance on a date for the connection of the Service. We will where possible keep to the connection date but cannot be liable for any loss You may suffer if We fail to meet the date.
- 6.2 To install the network and equipment You agree to give Us access to the service address during Our normal working hours and agree to pay Our standard charges for installation of the Service as exist from time to time. At Your request, We may agree to work outside Our normal working hours, in which case, You will pay Our reasonable charges for doing so.
- 6.3 We may be required to incur additional expenses in order to provide Service to You. In such a case You will be required to pay these charges and will be advised accordingly.
- 6.4 We will cause as little disturbance as reasonably possible when carrying out any work at the service address and agree to repair any damage that We cause at the service address.

## 7. WARRANTY AND REPRESENTATION

- 7.1 By applying to Us for the Service and or by using the Service You warrant and represent that You (a) are over eighteen (18) years of age; (b) the current occupier of the service address; and (c) either own the property at the service address or where You are a tenant, that You are authorized by Your landlord to apply for, and have the Service provided at the service address.
- 7.2 You further warrant that the Service will be used for Your personal, private purposes and domestic use only and not for business purposes or for trade or commerce. Use of the Service for purposes other than Your personal, private and domestic use is strictly prohibited. Where We discover that the Service is being used for business purposes or for trade or commerce We will charge You business rates for the use of the Service in addition to enforcing Our other rights under this Agreement.

## 8. WHAT AND HOW YOU PAY

- 8.1 You agree to pay Our charges from time to time for providing the Service to You whether You or someone else uses that service. Bills for all charges will be rendered to You and not Your tenants or anyone else unless specific authority is given in writing by You.
- 8.2 We have a monthly billing period and a bill will be prepared in respect of Your account every month. As agreed between You and Us, or as otherwise stipulated by Us, Your bill will either be mailed to You or made accessible to You via electronic means (email or e-billing) or Our customer portal. For service charges the bill will be for the month to come (i.e. in advance). For usage charges it will be for calls made in the month that has just passed and for any calls made at any earlier time if they have not previously been charged or paid for. We can change the billing period or We may agree with You a different billing period, at Our discretion, and We will inform You in writing thirty (30) days before any changes take effect.
- 8.3 You must pay Your bill by the payment due date stated on the bill. If You do not pay Your bill by the payment due date We can bar Your use of some or all of Our services and charge You interest (as outlined below) on what You owe (plus any applicable reconnection fees). We will charge You interest until You pay in full, all outstanding amounts due to Us. You agree that if You do not pay a bill on time We can say that You have broken this Agreement and We can terminate the Agreement immediately. All of these rights are in addition to any other legal rights We may have against You, which We may also rely upon.
- 8.4 If We give You a discount on Your total monthly fee when You sign up for several bundled Services at the same time and You later cease one of the Services within that bundle, You acknowledge and agree that You thereby lose the benefit of a discounted total monthly fee and that You will thereafter be billed at the regular monthly charges for the remaining Services that You continue to use. Where Your ] bundled Services were subject to a Minimum Period (as specified on the Service Application Form) You may also be required to pay a cancellation charge, which may

include a repayment of all discounts previously given to You.

- 8.5 Enquiries made to international directory information and any other information services both domestic and international shall be charged at the standard rates in force from time to time and will appear on Your monthly bill.
- 8.6 You will not be relieved from making a prompt payment to Us because You have not received a bill showing the amount owed on Your account. You should call Us immediately if You have not received Your monthly bill or cannot access Your account by electronic means or via Our customer portal, to obtain Your current account balance.
- 8.7 We can change the payment terms for any good reason, for instance, if You do not pay Your bill(s) on time or if any payment method used by You is dishonoured. Such change will be made in accordance with Clause 2.6.
- 8.8 We can at any time ask You for a deposit (or an extra deposit) at Our discretion. We will keep the deposit as a partial guarantee of payment until the end of this Agreement. We will return it to You when You pay Us all outstanding amounts You owe Us and return all Our equipment loaned to You, or We can use Your deposit to cover anything You owe Us. Additionally, if during the period of this Agreement Your financial circumstance or payment history becomes reasonably unacceptable to Us, then We may require adequate assurance of future payment as a condition of continuing Service. Where required by law, interest will be paid annually on Your deposit and this will be applied to Your account.
- 8.9 Charging for calls begins when We receive an answer supervisory signal from the dialled number. Calls will be charged at the rates prevailing at the time of connection of the call. You are responsible for payment for all calls that are answered by fax machines, answering machines and all other forms of equipment, or facilities connected to the dialled number. Even where outgoing international direct dialling service has been barred You are responsible for all charges for incoming international collect calls accepted at the service address. In case of any dispute arising from incoming collect calls the statement of the distant administration will be conclusive evidence that such call was accepted.
- 8.10 If You have any queries about the charges on Your bill You should write to Us within three (3) months of the date of the bill in question letting Us know what charges You are disputing and why. We will make every effort to investigate Your claim within thirty (30) days of receiving Your query. We are not obliged to consider claims that any account is incorrect made after three (3) months have elapsed from the date of the bill in question, but if We agree to do so We may charge a reasonable fee for carrying out such investigation. If following any such investigation, it is found that such an account was in fact incorrect We shall refund You that reasonable fee. While We are investigating Your claim You will be responsible for paying all undisputed charges.
- 8.11 Service will not be disconnected for non-payment of a disputed charge unless We have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 8.12 If You have agreed to pay Your bill by direct debit or credit card, You authorise Us to alter Your variable direct debit or credit card instruction in accordance with the charges applicable to Your Service(s). We will notify Your bank or card issuer each billing period of the amount due.
- 8.13 As a result of the extra administrative costs incurred by Us when accounts are not paid when due, We may charge You interest on overdue amounts from the due date until receipt of payment by Us at a rate of 1.5% per month.
- 8.14 You must pay Us for all costs and or expenses, including attorney's fees and expenses, incurred directly or indirectly in the collection of any amount, which You owe Us under this Agreement.
- 8.15 You are responsible for payment of any value added tax, sales tax or any other levy or charge imposed by the Government of the Country.
- 8.16 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.
- 8.17 The Internet Service will allow You to access the Internet, content providers, providers of goods and services, on-line services and other information. You acknowledge and agree that You may incur charges on account of such access or usage through the Internet Service separate and apart from the amounts

charged by Us including but not limited to charges for international telephone calls. In addition, You may incur charges as a result of accessing on-line services or purchasing or subscribing to other offerings via the Internet or otherwise. You agree that all such charges including charges for overseas telephone calls and charges payable to third parties, including all applicable taxes, are Your sole responsibility. In addition, You are solely responsible for protecting the security of credit card information provided in connection with such transactions.

8.18 You may also opt to receive an electronic bill every month and/or to pay Your bills electronically via Our customer portal. The sign-up procedure and terms and conditions for use of the portal can be found on Our website at [www.lime.com](http://www.lime.com).

## 9. YOUR RESPONSIBILITY FOR CALLS

9.1 You are responsible for paying for all calls originating from, and charged calls accepted on, Your mobile device and fixed line regardless of who made or accepted them. If You require a record of the names of persons making, receiving and/or accepting overseas calls then it is Your responsibility to keep such records. We accept no responsibility for providing such information or records.

9.2 You are also responsible for payment of all charges applied to Your account whether or not You used the Service. If Your mobile device and/or SIM Card has been lost or stolen and You have reported this to Us in writing in the manner required under Our Terms and Conditions for Mobile Services You will not be required to pay any charges applied during the period that such mobile phone and/or SIM Card was lost or stolen.

9.3 Should any default be made for the payment of charges for the Service provided to You in addition to any rights We have in this Agreement, We will be entitled to refuse to furnish similar service thereafter.

9.4 We reserve the right to establish the level of credit to be extended to You with respect to charges for overseas calls incurred by You. We also reserve the right to debar You from making overseas calls where You exceed this credit limit.

9.5 Outgoing overseas calls may be debared at Your request on payment of the appropriate fee and monthly charge. Incoming calls cannot be debared because these are not processed by Us and You remain responsible for all charges for incoming collect calls accepted on Your telephone.

9.6 Where You subscribe to Our Netspeak service and You make calls to destinations and numbers outside of Your calling plan such calls will be charged at Our rates in force from time to time.

## 10. TELEPHONE NUMBERS

10.1 You will be assigned a telephone number. We own the telephone number. The telephone number is assigned to Us. You have no property rights in such telephone number and We reserve the right to change Your telephone number. We will write and tell You thirty (30) days in advance, giving You the reason for and the date of change. In emergencies it will be sufficient to give You notice of the change by telephone.

## 11. TRANSFER OF SERVICE

11.1 We will allow transfer of Service to another person upon receipt of Your written consent and the written consent of the other person. Transfer of Service will only be allowed if all charges for the Service have been paid including the costs of overseas calls not yet billed.

11.2 If the transferee is not an existing customer, he/she must comply with requirements for new applicants. If the transferee has an outstanding amount due to Us for another service, the transfer will not be allowed until all amounts due to Us are paid in full.

## 12. LIABILITY

12.1 We are only liable to You as set out in this Agreement.

12.2 We do not exclude or restrict Our liability for anything which cannot by law be excluded.

12.3 Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do.

12.4 Except as set out in Clause 13.1 and 13.3 Our entire liability to You for any direct loss or damage for something We or anyone who works for Us does or does not do under or in connection with this Agreement, will be limited to the total charges for the Service provided during the month in which such liability arises.

12.5 You assume total responsibility and risk for use of the Service. We are not liable to You in any way or under any cause of action for any loss of income or revenue, business, business opportunity, contracts, anticipated savings or profits (whether direct or indirect), wasted expenses, loss of use of money, loss of reputation/goodwill or loss of any use of property, or any other indirect, incidental or consequential loss, whether or not We were aware or should have been aware of the possibility of these losses or damages. In this section "anticipated savings" means any costs which You expected to avoid by using the Service.

12.6 Please write and tell Us about any claim within fourteen (14) days of any damage to or loss of property.

12.7 We are not liable or responsible for any of the following:

12.7.1 Acts or omission of a telecommunications carrier whose facilities are used by Us in establishing connections to points which We do not directly serve.

12.7.2 Defamation or copyright infringement arising from any material (including information, images, video or sounds) transmitted, accessed or received over Our facilities or network or through Our provision of the Services; or the content of any such material.

12.7.3 Infringement of patents arising from combining and/or using customer-provided facilities with or on Our facilities, equipment or network.

12.7.4 Unauthorised third party access to, or alteration, theft or destruction of, Your data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Our network transmission facilities or customer premise equipment.

12.8 We will not be liable to You if We are unable to carry out Our duties or if We are unable to provide the Service because of something beyond Our control. Such matters include, but are not limited to, disruption of any international telecommunications cables, links, or facilities of third parties, fire, flood, lightning, extreme weather conditions, failure of power supply, industrial disputes, actions of Government, highway authority or other competent authority, war or acts of terrorism or vandalism, national or local emergency, acts of God, insurrection or civil disorder, compliance by Us with any statutory obligation, acts or omission of persons for whom We are not responsible, including in particular, other telecommunications service providers, or any other cause whether similar or dissimilar outside Our control. Without limiting the provisions of this clause, We are entitled to suspend the Service for so long as the circumstances beyond Our control prevail.

12.9 You agree to defend, indemnify and hold Us, Our employees, affiliates and agents harmless from any and all claims, suits, proceedings, investigations, liabilities, judgments, losses, damages, expenses or cost (including costs and fees of Our attorneys, collection agencies and other professional advisors and investigation expenses) that directly or indirectly result from, arise out of or relate to: (i) any violation of this Agreement by You or any other user; (ii) the use of the Service, mobile devices, SIM Cards, Software, Internet or the posting, placement or transmission of any content, software or other materials by You or any user; (iii) infringement or violation of any person's property, contractual or other proprietary rights, including copyright, patent, trade secret and trademark rights; (iv) any activity, omission or use related to Your account; or (v) Your breach of Our Acceptable Use Policy. You also agree to pay Our reasonable attorneys fees and other costs incurred in enforcing this clause 12.9. This Clause 12.9 will still apply after this Agreement has ended where there are proceedings in which it is necessary for You to indemnify Us.

## 13. MAINTENANCE

13.1 We shall provide such maintenance and repair as We reasonably consider necessary to provide the Service.

13.2 You must not repair or attempt to repair, interfere with, modify, or adapt any part of Our network, or attempt to restore the Service nor permit anyone else to do so.

13.3 We may charge You for Our reasonable costs and expenses for attending to fault reports or in providing maintenance and repairs if the need for such maintenance is due to Your misuse, neglect or damage to Our network, or Your misuse, neglect or damage to a mobile device, or Your failure to reasonably comply with the provisions of this Agreement.

## 14. WHEN WE MAY SUSPEND OR DISCONNECT THE SERVICE

14.1 We may suspend or disconnect the Service without giving You notice in the following situations:

14.1.1 any permit, licence or consent which We may require in order to carry out Our obligations under this Agreement is refused, withdrawn, suspended, or terminates. Should this occur We will give You such notice as is reasonably practicable in the circumstances then prevailing; or

14.1.2 if We need to carry out repairs, maintenance, modification or upgrading to any part of the network; or

14.1.3 if anything beyond our control prevents us from providing the Service (see Clause 4.1); or

14.1.4 if there is an emergency or in order to provide or safeguard service to the emergency services or hospital or other medical services; or

14.1.5 if You do not keep the conditions of this Agreement or any other agreement that You have with Us. We reserve the right to discontinue all services simultaneously by providing You with thirty (30) days notice when any one of several services provided to You has to be disconnected due to non-payment of that portion of Your bill which is not in dispute; or

14.1.6 if You use or permit others to use the Service for purposes of making annoying, offensive or abusive calls and/or making and sending annoying, offensive or abusive text messages; or

14.1.7 if You exceed Your credit limit; or

14.1.8 if You fail to make payment for the Service when due, or when We request payment; or

14.1.9 if You fail to satisfy Us as to Your creditworthiness at any time; or

14.1.10 if You do anything that damages or puts the network at risk, or if You abuse or threaten Us or any of Our employees; or

14.1.11 if You refuse to give Us the deposit that We ask for (see Clause 8.8 above); or

14.1.12 if We are required to do so by lawful authority; or

14.1.13 if We reasonably believe that the Service is being used in a way prohibited by this Agreement or fraudulently; or

14.1.14 if We reasonably believe that any telephone, mobile device, accessory or other equipment used in connection with the Service poses a danger to persons or property or interferes with the Service.

14.2 You are still liable for all charges during suspension or disconnection (including charges incurred prior to or as a result of suspension or disconnection) unless We otherwise decide on a case by case basis.

14.3 We can charge You for reconnecting You to the Service except in the circumstances described at Section 14.1.1, 14.1.2, 14.1.3 and 14.1.4 above. We may also apply different payment terms to You as a condition of reconnecting You. Where Service has been suspended or disconnected for failing to pay for Service and You have not fully paid Your bill up to twenty-eight (28) days from the date of suspension We will end this Agreement and forward Your unpaid account to Our debt collector for collection.

## 15. WHEN THE AGREEMENT ENDS

15.1 You may cancel this Agreement prior to the service commencement date by giving Us written notice. We may charge You Our reasonable expenses for any work that We carried out prior to receipt of Your notice.

- 15.2 We may terminate this Agreement prior to the service commencement date where it proves impossible, by reason of Our construction or network requirements, to install equipment at the service address other than at unreasonable expense, or where You are unable to obtain the necessary permissions. In such circumstances We will refund to You any monies paid to Us by You for provision of the Service in question.
- 15.3 We can terminate this Agreement immediately and without prior notice to You if any of the following happens:
- 15.3.1 You break any condition or a number of conditions of this Agreement. In the case of minor breaches which are capable of remedy, We will give You notice of the breach and at least seven (7) days in which to remedy the breach before We terminate this Agreement;
- 15.3.2 You make, or offer to make an arrangement with Your creditors, or You become insolvent, or You commit an act of bankruptcy; or someone brings a petition, receiving order or administration order against You to make You bankrupt. We can also terminate this Agreement if We believe reasonable grounds exist that these things or something similar may happen;
- 15.3.3 any licence to run Our network is ended;
- 15.3.4 anything beyond Our control prevents Us from providing the Service for a period of more than sixty (60) consecutive days;
- 15.3.5 any part of Your declaration on this Agreement or the Service Application Form was not true or not accurate when You made it.
- 15.4 We can also terminate this Agreement by providing You with not less than thirty (30) days notice.
- 15.5 You can terminate this Agreement if:
- 15.5.1 We break or continue to break Our obligations under this Agreement. In the case of minor breaches which are capable of remedy, You must give Us notice of the breach and at least seven (7) days in which to remedy the breach before You terminate this Agreement;
- 15.5.2 We make, or offer to make, an arrangement with Our creditors; We commit an act of bankruptcy; someone brings a petition, receiving order or administration order against Us to make Us bankrupt; a resolution to wind Us up is passed or a receiver or administrator is appointed over all or part of Our assets. You can also end this Agreement if You believe reasonable grounds exist that these things or something similar may happen;
- 15.5.3 any licence to run Our network is ended.
- 15.6 Once the Minimum Period has expired, You can also terminate this Agreement by providing Us with not less than thirty (30) days written notice.
- 15.7 You must pay all outstanding amounts You owe on Your account when this Agreement ends. Where You have not settled Your account within thirty (30) days after termination We will forward Your unpaid account to Our debt collector for collection.
- 15.8 After termination it is Your responsibility to cancel any direct debits, standing orders, credit card mandates, or other authorisations You may have given for periodic payments to be made to Us by third parties.
- 15.9 You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs We incur in enforcing this Agreement.

## 16. REPORTING FAULTS

- 16.1 If You experience problems in accessing the Service due to a failure on Our part We will use reasonable endeavours to restore the Service as soon as reasonably practicable after You have brought such problems to Our attention by calling our Contact Centre.

## 17. UNUSUALLY HIGH USAGE OF THE TELEPHONE SERVICE

- 17.1 In exceptional circumstances, for Your and Our protection, at our sole discretion, We can suspend the Services if the number of calls or charges for calls made by You has increased to such an extent that it appears, in Our reasonable opinion, that the Services are not being used by You in a manner consistent with Your previous use.
- 17.2 We will make reasonable efforts to contact You before We suspend the Services, but We are not liable for any loss You may suffer if We are unable to do so or if We suspend the Services for a reason covered by this Clause 17.
- 17.3 If We suspend the Services, We will not provide it again until You satisfy Us that You are aware of the increase in use of the Services and that You will pay the usage charges relating to such increased usage. We may, in addition, bar You from making international calls and/or premium rated calls if, in Our reasonable opinion, the charges for such calls form a significant proportion of the usage charges.

We will act reasonably in deciding whether to take any of the actions outlined in this Clause 17.

## 18. GENERAL

- 18.1 If You telephone Us Your call may be monitored or recorded so that We may manage Your account or the Service.
- 18.2 For Your own protection, You must keep confidential the electronic serial number of Your phone, any lock code(s) associated with Your phone, Your voice mail access number, Your User ID's and passwords and any other personal identification or security codes. You will be solely responsible for all charges made to Your account, and for any loss and damage which You suffer if You fail to comply with this section.
- 18.3 We will send all bills under this Agreement to Your preferred address (whether physical address or email address) stated in the Service Application Form. You must tell Us immediately about any change in this address. We allow forty-eight (48) hours for You to receive bills through the post. You agree that after forty-eight (48) hours We can assume that You have received the bill. We may also make Your bills available via electronic means, example e-billing, or via Our customer portal.
- 18.4 We may sometimes provide notices to You required to be provided under this Agreement by placing a recorded announcement on Our automated messaging service or on Your monthly bill. Notice to You may also be posted on Our website, published in any daily newspaper circulated in the Country, dispatched to Your billing address, sent by SMS message to Your mobile device number, sent by email to Your email address on file with Us, or provided by such other commercially reasonable means by which We may notify You as may be available to Us from time to time.
- 18.5 Any notices that You are required to send Us under this Agreement should be sent to Us at Our registered office.
- 18.6 Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.
- 18.7 We may use credit reference agencies to help Us make credit decisions or for fraud protection. You agree that We may register information about You and the conduct of Your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, information about You and the conduct of Your account may be disclosed to debt collection agencies, security agencies, financial organisations or credit reporting agency. We may also use and disclose any personal information You give Us for the purpose of managing Your account and providing the Service, and We may disclose the information to Our contractors, agents and Our associated companies for that purpose.
- 18.8 AS PART OF OUR SALES AND MARKETING ACTIVITIES OUR ASSOCIATED COMPANIES AND US MAY CALL OR WRITE TO YOU TO GIVE YOU DETAILS OF OUR OTHER PRODUCTS OR SERVICES AVAILABLE. SUBJECT TO APPLICABLE PRIVACY AND DATA PROTECTION LAWS AND REGULATIONS, WE MAY ALSO DISCLOSE YOUR PERSONAL INFORMATION TO RESEARCH ORGANISATIONS FOR THE PURPOSE OF SURVEYING OUR CUSTOMERS' OPINIONS ABOUT OUR SERVICES. IF YOU DO NOT WISH US TO USE YOUR DATA FOR THESE PURPOSES YOU MUST NOTIFY US IN WRITING. Please also read and familiarise yourself with LIME's privacy policy, available at LIME retail stores and on [www.lime.com](http://www.lime.com). By using the Service, You signify Your agreement to the policies and practices set forth in such privacy policy. If You do not agree to the privacy

policy, do not use the Service. You may at any time request a free record of Your personal information on file with LIME, and may immediately request, in writing, that LIME corrects any inaccurate or incomplete information.

- 18.9 If a section or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any section or condition that is not legally effective with a section or condition of similar meaning that is.
- 18.10 You may not transfer or try to transfer any of Your rights and responsibilities under this Agreement unless We have agreed in writing beforehand. We may transfer any of our rights without Your permission provided that the level of service You now receive is not reduced as a result.
- 18.11 You expressly agree with Us that, except as otherwise stated herein, this Agreement does not give rise to any third party being a third party beneficiary or being entitled to any rights whatsoever hereunder.
- 18.12 Except as otherwise provided for in this Agreement, neither Party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other Party.
- 18.13 These terms and conditions along with any other documents directly or indirectly made a part of this Agreement, represent the entire agreement between You and Us, which may only be changed as described in this Agreement. This Agreement supersedes all previous terms and conditions between You and Us for the Services and any inconsistent or additional promises made to You by any of Our employees, representatives or agents.
- 18.14 This Agreement will be interpreted under the laws of the Country and any dispute will be settled in the Law Courts of the Country.
- 18.15 In any legal matters between You and Us concerning or related to these terms and conditions, You will accept the presentation of documents produced from microfilm or other electronic means as good and adequate evidence in any court of law.
- 18.16 By signing the Service Application Form 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.