

Service Specific Terms & Conditions Internet Service

TURKS & CAICOS ISLANDS

These Service Specific Terms and Conditions together with the General Terms and Conditions apply when We provide Service to You. You are deemed to have accepted these Service Specific Terms and Conditions and the General Terms and Conditions when You sign the Service Application Form.

1. DEFINITIONS

1.1 In these Service Specific Terms and Conditions:

“ADSL” means Asymmetric Digital Subscription Line.

“content” means all information, applications, data, text, images, video, graphics, sound, music, photographs, software, postings, messages, or other materials including links to other sites which are accessible and available through the Service.

“Customer Equipment” means the equipment provided by You to access the Service which includes but is not limited to a telephone line, a personal computer, an interfacing device, a Service-compatible modem and an appropriate operating system.

“Dialup Internet Access service” means an Internet access service that provides an on-demand connection from the Customer’s premise to the Internet via a standard analog or ISDN (digital) phone line and LIME’s domestic and international Internet networks.

“DSLAM” means Digital Subscriber Line Access Multiplexer that allows telephone lines to make faster connections to the Internet. It is a network device, located near the customer’s location, that connects multiple customer ADSL to Our high-speed Internet backbone line using multiplexing techniques.

“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 the Service.

“Internet” means the combination of computers and computer networks that are owned and operated by a variety of entities and which are generally known collectively as “the Internet”.

“Network” means Our telecommunications network by which We provide the Service under this Agreement.

“PSTN” means the Public Switched Telephone Network.

“Service” means any Internet access service from time to time requested by, and provided to, the Customer pursuant to this Agreement. The Service includes broadband access via ADSL as well as Dialup Internet Access service. The Service does not include voice telephony services over the PSTN.

“Software” means any computer software owned by Us or third parties that We may provide to You in connection with the Service, that relates to Your use of the Service or that enables the Service to function.

1.2 Reference should be made to the General Terms and Conditions for any definitions which are not specifically included in these Service Specific Terms and Conditions.

2. CUSTOMER EQUIPMENT

2.1 You shall provide all Customer Equipment necessary to use the Service and We have no obligation to provide, maintain or service Customer Equipment.

2.2 The current minimum technical and other requirements for Customer Equipment (including, without limitation, required computer hardware) to be used in connection with the Service are available from Us and such minimum requirements may be revised by Us from time to time at Our sole discretion. It is Your responsibility to ensure that You have the appropriate equipment to connect to and use the Service and We accept no responsibility if the Service cannot be accessed or used (temporarily or otherwise) as a result of inappropriate or defective equipment provided by You.

2.3 If You proceed with the installation of or use of the Service utilizing Customer Equipment that does not meet the minimum requirements (a “Non-Recommended Configuration”), You understand and agree that that We do not warrant that such Non-Recommended Configuration will allow You to successfully install, access, operate, or use the Service. You further acknowledge that any such installation, access, operation or use could cause damage to Customer Equipment, including, without limitation, Your computer, peripherals, software or data. We accept no liability whatsoever for any such failure or damage. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

2.4 You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may be necessary to access the Service and to operate Your computer. You understand that bandwidth is provided on a per-line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number, types and configuration of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files etc.) network or internet congestion, and/or the condition of Your telephone line, distance to the roadside cabinet or telephone exchange and the wiring inside Your location, among other factors.

2.5 The bandwidth of Our Service is based on the port speed provided to You at the DSLAM or telephone exchange, however as detailed in Clause 2.4 the level of throughput may vary based on the factors defined.

2.6 You understand and agree that before We can connect You to the Service or before You can use the Service that We need to configure Your modem. In order to configure Your modem We will need to have remote access to such modem and send information to and obtain information from such modem. We do not share any information collected for the purpose of modem configuration. You agree that We can also reconfigure or upgrade this modem from time to time to maintain the safety of Our network.

2.7 No advice or information given by Our employees, agents or contractors (including with respect to any equipment that may be recommended for purchase and/or use with the Service) will create a warranty and in the event that Our employees respond to requests for advice with respect to, inter alia, network, PC or laptop configuration You shall indemnify Us in accordance with the provisions of this Agreement.

2.8 Where we sell or rent you any equipment for use with the Service, the provisions of Schedule 1 (‘Terms and Conditions of Sale and Rental of Equipment’) shall apply.

3. IP ADDRESS

3.1 All packages for the Service come with a dynamic IP Address. You may however purchase a static IP Address at the rates in force from time to time but You are limited to one (1) static IP Address for each account or package.

4. SERVICE ACCEPTANCE

4.1 We will notify You of the date that the Service will commence. In the event that Your Customer Equipment and/or facilities are not installed, operational or otherwise available for use by such date that will not be grounds for the Service not being accepted by You.

5. PROVISION OF SERVICE

5.1 You acknowledge and agree to all of the following:

5.1.1 We can only provide the Service in areas of the Country in which We are technically able from time to time.

5.1.2 In order to receive the Service You must also subscribe to Our fixed line telephone service and pay the separate charges applicable to that telephone service. Connection to the Service is dependent on maintenance of Your fixed line telephone service with Us. Charges for the Service are in addition to the charges for the fixed line telephone service.

5.1.3 We will use all reasonable endeavours to provide the Service to You at the access rate You choose. We quote maximum speeds subject to network capacity. They are based on Our technology, and Yours, working at optimum speeds. In practice factors like the speed a website can support, the amount of traffic accessing it, and content caching, can cause speeds to vary. You understand and agree that the speed You actually get can vary depending on the quality of Your line, how far You live from the telephone exchange, the wiring in Your house, network congestion, the weather and other conditions. This is the same for all Internet providers.

5.1.4 The Internet is made up of many interconnected networks and therefore We can make no warranties regarding the performance, reliability or integrity of these networks. You further acknowledge and agree that it is technically impracticable to provide a fault free service and that We do not undertake to do so.

5.2 Each Service provides access to the Internet only for the Customer’s use; it does not include any usage of the Internet nor does it include any third party charges therefore. LIME may limit usage of the Dialup Internet Access service a single telephone number.

5.3 We do not warrant that the Service or Software will be uninterrupted, error free, meet Your requirements or provide any security or privacy for any computer network or any data, or that the information available and/or accessed through the Service shall be accurate, correct, appropriate for any person’s needs, free from viruses, other disabling codes or harmful elements, or that such information shall not infringe upon any proprietary or other rights of others. The use of the Internet, any information available and/or accessed through the Internet, any domain name and any security features provided for the Service shall be at Your sole risk. Other than any express warranties contained in this Agreement to extent permitted by applicable law We disclaim all warranties either express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, or year/accuracy. We make no warranty or representation, either express or implied, including, without limitation, as to the fitness, quality, suitability, merchantability, title, non-infringement or performance of Software, it being agreed that the Service and any such Software are being supplied “as is”.

5.4 Under no circumstances will We or Our affiliates be liable for any indirect, incidental, special, punitive or consequential damages that result from Your or Your users’ use of or inability to access any part of the Internet or reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, corrupted files or viruses, delays in operation, or transmission, or any failure of performance.

6. USE OF SERVICE

6.1 We will provide the Service to You as long as You agree not to use the Service

- 6.1.1 to make, send, transmit, post, disseminate or otherwise distribute, knowingly receive, upload, download, use or reuse any information, statement, image or communication which is or might be defamatory, libellous, slanderous, obscene, abusive, offensive, menacing, threatening, immoral, profane, indecent; or
- 6.1.2 to access, alter, destroy, steal, store, transmit and/or re-transmit any information data or software of any person by any illegal or fraudulent means or device or with malicious intent, or to attempt or to procure or assist any third party so to do; or
- 6.1.3 to send or encourage the sending of any unsolicited advertising or promotional material or to engage in any spamming activity; or
- 6.1.4 to transmit any virus, worm, trojan horse or other harmful material; or
- 6.1.5 to post or send messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List"); or
- 6.1.6 to post or send messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List; or
- 6.1.7 for high volume purposes, or exceed any bandwidth usage limitations that We may establish from time to time for the Service; or
- 6.1.8 to host any type of server whether personal or commercial in nature.
- 6.2 The Service is offered subject to the availability of the necessary facilities. You may not permit any third party to use the Service or the Software. You must not allow the Service to be used, modified or adapted to transmit voice on Our public telecommunications system or that of any foreign telecommunications provider, and You must not connect to the PSTN at either the local or the distant end. You must comply with any instructions given by Us, any applicable Internet instructions, rules, and regulations concerning the use of the Service, Software, and the Internet, as such instructions, rules, and regulations may change from time to time, and You must only use the Service in full compliance with any applicable local laws. Although We may configure the Service so as to provide some security features, You are solely responsible for providing for any security or privacy that You may desire for Your computer network and any data stored on that network or accessed through the Service. You acknowledge and assume all liabilities relating to, and risks associated with, unauthorized access by a third party via the Service to such computer network and data.

6.3 This Agreement is not a license for You to copy, reproduce, distribute, or otherwise use any proprietary information provided or accessible through the Service.

- 6.4 We may (at Our discretion), and by using the Service You acknowledge and agree that We may, monitor Your use of the Service and Your traffic, at any time, for compliance with our terms, conditions or usage policies (or any related purposes).

7. ACCEPTABLE USE POLICY

- 7.1 You must comply with the terms of the Acceptable Use Policy (as amended from time to time) which is posted on Our website at www.lime.com, which is incorporated herein by reference and by which You agree to be bound.

8. SOFTWARE

- 8.1 If We provide Software You must use the Software only with the Service and You (i) must not reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the

Software in any form or by any means, or (ii) use the Software for any purpose other than as set forth in this clause. You are not granted any title or rights of ownership in the Software.

- 8.2 If a license agreement accompanies the Software provided by Us, whether such software is owned by Us or third party supplier(s) You must abide by the terms of that license agreement.
- 8.3 We have no obligations or liabilities whatsoever in connection with any third party software, whether such third party software is used in connection with the Service or is used independent of the Service. You agree to look exclusively to the third party software supplier(s) with respect to all matters relating to its software.

9. USER ID and PASSWORD

- 9.1 We will provide You with a User ID and password. You should immediately change Your password when received. You are responsible for all charges incurred against Your User ID.
- 9.2 If the password is lost or stolen, You must immediately notify Us by calling our Contact Centre and confirm such notice in writing. Upon receipt of verbal notice, We will make every effort to cancel the lost or stolen password as soon as is reasonably possible under all the circumstances. You are responsible for all charges incurred against the password prior to cancellation by Us.
- 9.3 We reserve the right to change Your password at any time subject to notice being given to You as is reasonable under the circumstances then prevailing.
- 9.4 We reserve the right to cancel Your Password or deny You access to the Service without notice in the event that We become aware of any breach of Clause 6 by You or by anyone who obtains access to the Service as a result of Your act or omission.

10. CONTENT

- 10.1 You understand and agree that all content available through the Internet is the sole responsibility of the person from whom such content originated. We do not control the content accessed via the Service and as such do not guarantee the accuracy, integrity or quality of such content.
- 10.2 You understand and agree that by using the Service You may be exposed to content that may be offensive, indecent, sexually explicit, objectionable, or that may violate local laws, rules or regulations and that under no circumstances will We be liable in any way for any claims, losses, actions, damages, suits, proceedings, or any damages relating to any content, including, but not limited to, any errors or omissions in any content or access to such content by You or others, or incurred as a result of the use of any content posted, or otherwise transmitted via the Service.
- 10.3 You understand and agree that by using the Service You may have come across copyrighted material (including but not limited to music and movies). You agree that only the copyright holder of copyrighted material has the right to produce, reproduce, exhibit, transmit, publish, distribute, broadcast his work or any part of it, and authorize anyone else to do so. You agree therefore not to reproduce, download, exhibit, transmit, distribute copies of, receive copies of, publicly perform or display creative works other than Your own creative work or creative work in which You are the copyright holder or where permission has been granted to You by the copyright holder or their authorized agents. We reserve the right to terminate Your use of the Service in the event of a breach of this Clause by You or someone else who uses Your Service.