

Service Specific Terms & Conditions Landline Service

TURKS & CAICOS ISLANDS

These Service Specific Terms and Conditions together with the General Terms and Conditions apply when We provide the 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:

“CPE” means Your customer premises equipment located at the service address and includes telephone instruments, internal wiring, plugs and jacks.

“network demarcation point” means the point at the service address at which Our network ends and Your internal wiring begins.

“Service” means the ability to have any form of communications, including telephone conversations, over the network and any other services which You order and We provide.

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. THE NID

2.1 We will install the Terminating Device to signify the network demarcation point at the service address. We may also install a UPS at the service address.

2.2 The Terminating Device and the UPS are owned by Us and will be maintained by Us as part of Our network. We reserve the right to install the Terminating Device, UPS where We reasonably see fit.

2.3 You are only permitted to have access to the customer side of the Terminating Device to:

2.3.1 conduct self-testing as part of the fault resolution procedure in accordance with any instructions which may be issued by Us from time to time; and

2.3.2 allow a technician certified in accordance with the certification standards in force from time to time issued by the Minister responsible for Telecommunications to connect the internal wiring at the service address to the Terminating Device.

2.4 At Your own cost, You will supply suitable facilities necessary for Our equipment to be installed and operated, including a suitable environment, as prescribed in Our Code of Practice.

2.5 We may modify or substitute the Terminating Device from time to time.

2.6 You must:

2.6.1 keep the Terminating Device and/or UPS safe, and use such in

accordance with the manufacturer's instructions and any instructions issued by Us from time to time;

2.6.2 not sell, lend, dispose, disconnect, remove or damage the Terminating Device and/or the UPS;

2.6.3 make the Terminating Device and/or UPS available for collection by Us if the Service is terminated;

2.6.4 not tamper with or replace the batteries inside the UPS; and

2.6.5 not attach or affix to any pole, line or other facilities owned by Us any electrical, mechanical equipment or object or device whatsoever.

2.7 You are responsible for any damage caused to the network by the CPE or any other equipment provided by You.

2.8 Ownership of all Equipment provided by Us to You remains at all times Our sole property. You may not sell, lend, dispose of, sub-let or part with possession of, disconnect, remove or damage the equipment nor allow any lien or encumbrance to be created over the equipment.

3. YOUR OBLIGATIONS

3.1 You are responsible for:

3.1.1 providing the CPE which will be used to connect to the customer side of the Terminating Device in order to facilitate use of the Service;

3.1.2 providing the CPE at the service address;

3.1.3 repairing and maintenance of the CPE;

3.1.4 servicing and repair of the customer access side of the Terminating Device;

3.1.5 securing the customer access side of the Terminating Device to ensure that it is protected from tampering, fraud or unauthorized use;

3.1.6 any authorized access to and use of the customer side of the Terminating Device.

3.2 Charging for calls begins when We receive an answer supervisory signal from the dialled number. Usage charges shall 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 shall be conclusive evidence that such call was accepted.

4. USE OF SERVICE

4.1 We will provide the Service to You as long as You agree not to use the Service or allow anyone else to use the Service:

4.1.1 for sending any communication which is of an offensive, abusive, indecent, obscene or threatening nature or let anyone else use the Service for any of these purposes; or

4.1.2 to make calls or allow others to use the Service to make calls that cause any nuisance, annoyance, or inconvenience to anyone; or

4.1.3 to attach any device to our network or use any procedure to avoid, evade or reduce payment of our charges or let anyone else do so; or

4.1.4 to connect or attach to Our property any electrical or mechanical device without Our written consent.

5. DIRECTORIES

5.1 You are entitled to receive, without charge, one (1) telephone directory, for each Service provided by Us.

5.2 You will be provided with a standard listing which consists of Your name, address and telephone number. One such listing is allowed without charge for each published telephone number. We will charge You for listings which do not conform to the standard described.

5.3 Changes in directory listings for subsequent publications should be notified in writing to Our registered office.

5.4 We will vary Your standard listing or publish additional listings at Your request upon payment of the appropriate fee.

5.5 Our liability for errors or omissions appearing in the directory, whether or not the error or omission is with regard to a telephone number, is limited to a refund or cancellation of any charge associated with such listing(s) for the period during which the error or omission occurred.

5.6 The contents of Our directories may not be published or reproduced in any form without Our prior written consent.

5.7 We may make available to other companies which We may authorise to manage Our directory information, Your name, telephone number and address and Your preference for directory entry (full listing or unlisted). This information will be used by them to provide directory services, either as a published telephone directory, Internet listing or a public telephone enquiry and ancillary services. Where appropriate, We may disclose this information to the emergency services. Where such telephone directory listings and internet publications are compiled by third parties We cannot accept responsibility for any error or omission in any directory or internet listing unless caused directly by Our fault. If You would like to have an unlisted telephone number this may be provided at the appropriate fee, where applicable.

6. CUSTOMER INITIATED SUSPENSION OF SERVICE

6.1 Once any Minimum Period has expired, You may ask Us to temporarily disconnect the Service for a period not exceeding six (6) months in any one (1) calendar year. We must receive Your request, in writing, no less than twenty-one (21) days in advance of the date from which the Service is to be disconnected. You will have to pay in advance the monthly service charge for the period during which the Service will be disconnected. Also, before temporary disconnection can take place under this section, Your account must be settled in full. Failure to comply with the above could result in a delay in reconnection.

6.2 This section does not apply to Service disconnected for non-compliance with these Terms and Conditions of Service.