

Service Specific Terms & Conditions

Netspeak 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:

“Equipment” means such telephone equipment purchased by You from Us for use with the Service.

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

“Service” means the enhanced communication service whereby communications are converted to internet protocol and are transmitted as data over the network.

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. SERVICE REQUIREMENTS

2.1 In order to use the Service You require (a) an ADSL, cable or other high-speed Internet access service; (b) a telephone device provided by Us; (c) an ADSL, cable or other high speed internet access modem with an Ethernet port (the telephone device is not compatible with USB connections); and (d) an Ethernet cable.

2.2 You are responsible for providing the necessary high-speed Internet access service and modem. Each Service requires a minimum Bandwidth of 128 kbps (however, a minimum Bandwidth of 256 kbps is recommended)

2.3 Where available in the Country, You may also opt for an additional Service option which requires the use of special software (the “SoftPhone”). If You have opted for this special software, instructions will be provided to You on how to download and install the SoftPhone.

3. TELEPHONE DEVICE

3.1 In order to use the Service You must purchase the telephone device from Us.

3.2 The telephone device is Your property. Any theft of or loss and/or damage to the telephone device is at Your sole risk.

3.3 We will grant to You a warranty consistent with the manufacturer’s warranty, and the Terms and Conditions of Sale of Equipment, contained in Schedule 1 above, shall apply during the applicable warranty period.

3.4 The provisions of Clause 3.3 shall only apply where the telephone device has not been misused mishandled, overloaded, amended, modified or repaired in any way by You, Your servants or agents, or any other person not authorised by Us for the purposes thereof or used for any purpose other than that for x

which it was designed and You provide Us with proof of purchase of the telephone device..

4. PROVISION OF SERVICE

4.1 Since the Service will be transmitted through the public Internet, You understand that there may be power outages or Internet service disruption and that You may experience some disruptions in the Service. Additionally, You also understand that calls to or from the public switched telephony network are not encrypted and as such, could be potentially subject to eavesdropping by third parties over the public Internet. We will not be liable for any disruption, delays, eavesdropping or other omissions in the Service.

4.2 Voice Over Internet Protocol utilizes, in whole or in part, the public internet and third party networks to transmit communications. You acknowledge and understand that We cannot guarantee that communications using the Service are completely secure.

4.3 You acknowledge that We will route “911” emergency calls to the emergency communications centre in the Country only, and that We will provide to the emergency communications centre Your telephone number and Your service address on file. You agree to advise Us of this location at the time of subscription, and update it as necessary in writing to Us from time to time. You acknowledge that the emergency communications centre will not have accurate information available if You should change the location of the Softphone or the equipment without advising Us. If You should need to dial “911”, You agree to assist emergency personnel by stating the nature of the emergency promptly and clearly, including Your location and telephone number. You agree to inform all persons who may be present at the physical location where You utilize the Service of the conditions and limitations of the Service’s 911-type dialling and the non-availability of traditional 911 services from Your Netspeak service. We strongly recommend that You always maintain an alternate means of reaching an emergency 911 operator in case of an emergency.

4.4 You acknowledge and agree that:

4.4.1 We can only provide the Service in areas of the Country in which We are technically able to provide high speed internet access;

4.4.2 the Service does not function in the event of a power failure and should there be an interruption in the power supply the Service will not function until power is restored;

4.4.3 the Service does not function in the event of interruption in Your high-speed Internet access service;

4.4.4 the Service will only access emergency numbers in the Country if the Service is used outside of the Country;

4.4.5 there is no access to emergency numbers in the Country in the event of a power failure or interruption in Your high-speed Internet access service;

4.4.6 the quality of telephone calls made using the Service depends in part on the speed or quality of Your high-speed Internet access service and the purpose for which You are using Your high-speed Internet access service at the time that You make a call (e.g. if You are downloading content from the Internet and making a telephone call at the same time the quality of that call may be affected), and We cannot guarantee fault-free performance;

4.4.7 You are responsible for the installation and configuration of the Softphone, equipment and any other equipment and/or apparatus at Your service address necessary for use of the Service;

4.4.8 You are responsible for the safe-keeping of Your PIN and secure PIN information (applicable only to the SoftPhone option) to prevent unauthorised use of Your Service account.

4.4.9 any SoftPhone, equipment or other apparatus not installed, operational or otherwise available by the service commencement date shall not be grounds for You not paying applicable charges;

4.4.10 We will not replace lost or damaged personal or laptop computers on which Softphone has been installed;

4.4.11 We do not control, or have any knowledge of, the content of any communication(s) spread by the use of the Service. The content of the communication is entirely the responsibility of the person from whom such content originated. You, therefore, may be exposed to content that is offensive, indecent or otherwise objectionable. We will not be liable for any type of communication spread by means of the Service;

4.4.12 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.

4.4.13 We reserve the right to change the terms and conditions of Our Service plans, including to place a restriction on the number of minutes of calling included in any given plan. Where We have proposed a material change, We will give You as much notice as possible and You may terminate Your Service if You do not wish to continue under the new terms.

5. USE OF SERVICE

5.1 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:

5.1.1 for sending any communication, which is of an offensive, abusive, indecent, obscene or threatening nature;

5.1.2 to send or encourage the sending of any unsolicited advertising or promotional material;

5.1.3 for auto-dialling, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, continuous connectivity; call centres or internet cafes.

6. YOUR RESPONSIBILITY FOR CALLS

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

6.2 The monthly charges are payable even if You do not use the Service during a month or part of a month. You agree that whether or not You sign up for the Service at the beginning of a month, once We make Service available to You during that month, You will be responsible for the full charges for that month, which are payable at the end of the first billing month.

7. PASSWORD

7.1 We will provide You with a password for use with the Service. You should immediately change Your password when received.

7.2 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(s) as soon as is reasonably possible under all the circumstances. You are responsible for all charges incurred against the password(s) prior to cancellation by Us.

7.3 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.

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. ACCEPTABLE USE POLICY

- 9.1 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.