



DIGICEL BERMUDA MOBILE TELEPHONE SERVICES Terms and Conditions

Updated as at May 1, 2023

These Digicel Mobile Telephone Services terms and conditions (the "Terms") apply to you and govern the provision and use of Digicel Post Paid Mobile Telephone Service, Digicel Pre Paid Mobile Telephone Service, Digicel Mobile Data Services over our mobile telecommunications network ("Service(s)" or "Digicel Mobile Service" and "Network" respectively) and shall constitute legal and binding obligations on the parties once we have accepted your application for the provision of Service through an authorized handset ("Digicel handset", "Digicel phone", "Digicel postpaid phone", "phone", "handset", "product(s)") purchased from us containing a physical Subscriber Identity Module Card ("Physical SIM Card") and any Digicel Embedded Subscriber Identity Module ("E-Sim") (both referred to as "Sim Card") belonging to Digicel or the provision of Service by us to you via your independently owned phone. These Terms and the relevant Digicel Mobile Services Application form ("Application Form") comprise your customer services contract with us.

"We" or "us" means the Digicel entity listed in Item 1 of Schedule 1 attached hereto, a company registered under the laws of the country identified in Item 2 of Schedule 1 attached hereto. References to "we", "our", "us" and "Digicel" in these Terms also include our subsidiaries and affiliates ("Affiliates") from time to time.

"I" or "you" means the person/subscriber ("you", "your", "the Customer", "the Subscriber") of the Digicel Mobile Service(s) respectively), (and "my" and "your" shall have the same meaning) in the Applicable Digicel entity listed in Schedule 1 and/or to which you receive and have completed a Digicel Mobile Services Application Form for such services.

These Terms incorporate the relevant Digicel Mobile Services Application form, the Digicel Privacy Policy, Digicel Acceptable Use Policy, Digicel Terms of Use, all of which you can access via our website www.digicelgroup.com and, which may be amended from time to time.

By activating, using, or paying for any of these products or Services, you accept and agree to be bound by these Terms. If you do not agree, you must contact Digicel immediately to cancel your order and/or Service, and return any products.

The products and Services covered by these Terms are generally for use by consumers and does not include use by our Corporate Customers (please see our Digicel Business website for terms governing corporate products and services). If, however, you intend to use the products and Services for any other purpose, your use may not be covered under these Terms, and it would be your responsibility to ensure such use is expressly approved or permitted by Digicel.

The words highlighted in bold throughout these terms and conditions have special meanings which can be found in the Glossary section of these Terms.

You may not transfer or assign any obligations or responsibilities arising from these Terms to third parties in any way whatsoever, and may not make any third party a partner to responsibilities written in these Terms.

1. AGREEMENT

- 1.1** These Terms shall govern the relationship between Digicel and the Customer and shall constitute legal and binding obligations on the parties once Digicel has accepted Customer's application for the provision of Service.
- 1.2** Your Application Form shall form part of these Terms.
- 1.3** Connection and activation are subject to satisfactory risk assessment, credit rating and/or receipt of a one-time activation fee for Post-Paid accounts
- 1.4** These Terms supersede all prior or contemporaneous negotiations, commitments, agreements, writings, and discussions, whether oral or written, between you and Digicel.
- 1.5** By using the products and/or Service, you agree to these Terms.

- 1.6 To the extent permitted by law, we reserve the right to amend or unilaterally change any Service, products, and or these Terms subject to notifying you of such amendment or change. Such notification may be by way of advertisement in the national media and/or our website and/or SMS.
- 1.7 If the products and/or Services are used after such notice of amendment or change, it shall constitute acceptance on your part.
- 1.8 These Terms are governed by the Laws of the applicable entity as listed in Schedule 1 to which you receive products/Services and/or as specified on your Digicel Mobile Services Application form .
- 1.9 Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our Services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network.

2. ACCOUNT & INFORMATION DISCLOSURE

- 2.1 The Digicel Mobile Service plans provide you as the subscriber with access to the Digicel Network to benefit from the Digicel Mobile Services.
- 2.2 You may need to set up one or more accounts ("DIGICEL Account" or "Account") in order to purchase or use products and Services. You are responsible for ensuring that any information you provide us in connection with your DIGICEL Account, including contact information and billing information, is accurate and remains current.
- 2.3 You must not interfere with the SIM Cards for any reason. Any SIM Card found to be defective (through no fault of ours), will require payment for its replacement, exchange or repair, provided however, any SIM Card found defective due to faulty workmanship or design may be replaced free of charge
- 2.4 You are responsible for any activity that occurs on or through your DIGICEL Account. We do not guarantee the security of your DIGICEL Account. You must ensure that your credentials for accessing or using your DIGICEL Account, such as your passwords, personal identification numbers, tax registration number, or other personal information remain secure at all times. If you learn of any unauthorized use of any DIGICEL Account for any Service, please contact us immediately.
- 2.5 Digicel reserves the right upon written notification, at any time to alter or replace a mobile number allocated to you or any other name, code or number whatsoever associated with our Service. Digicel reserves the right without prior notification, to re-assign a mobile number that has been assigned to the Customer to another customer, if such mobile number has been suspended by Digicel or the Customer and remains suspended for more than three (3) weeks.
- 2.6 You understand and agree that on occasion (unless prohibited by law and/or regulation) it may be necessary that we contact you regarding your DIGICEL Account, your Services, and additional products and services that we, our affiliates, assignees or successors may offer. Accordingly, you agree that Digicel and its current and future affiliates, assignees, successors, agents, and outside collection agencies may contact you using any method that you provide to any current or future Digicel affiliate, agent, assignee, successor, or outside collection agency, including by phone, mail, email, text message (SMS/MMS), RCS chat (Rich Communication Services), push notifications, or other medium, as well as by including messages on or inserts within bills for your Digicel Services.
- 2.7 You agree that notices provided to you using any of the methods listed under clause 2.6 above, are sufficient for the purposes of delivery of notification and subsequent receipt by you. You further agree that any calls or messages sent to numbers you provide us or our current or future affiliates, agents, assignees, successors or outside collection agencies (including wireline or wireless numbers) may be sent using an automatic telephone dialing system or artificial or prerecorded voices, and that you cannot revoke your consent to be contacted in this manner.
- 2.8 You agree to contact us promptly if any contact number we have for you has changed. You also agree that we can send you email or other electronic messages by any means, including an automated system that sends preset messages.
- 2.9 **Please do not overlook the important messages section of your bill.** Bill messages and inserts are a keyway we share information with you. If you have online billing, you are deemed to have received those notices when your

online bill is available for viewing. If you get a paper bill, you are deemed to have received those notices three (3) days after we mail the bill to you.

2.10 Communications from Digicel or its current or future affiliates, agents, assignees or successors or outside collection agencies may include emergency alerts, communications regarding payments or past-due balances, and information concerning promotions regarding any of our products and/or Services.

2.11 We reserve the right to refuse any request for DIGICEL Account information where we are unable to verify that the requester is in fact the DIGICEL Account holder and/or an authorised contact.

2.12 We may however, disclose any information about you and your DIGICEL Account to any authorised personnel or third party, where i) such a disclosure is deemed necessary to comply with any applicable law or legally binding order of any court, government, regulatory authority or administrative or judicial body; ii) disclosure is in response to credit enquiries in accordance with applicable law or from a Digicel Affiliate or; iii) disclosure is reasonably necessary or appropriate to provide Services, fulfil its obligations or exercise its rights under an agreement...

2.13 By using the products or Service, you consent to and authorise any such disclosure. We shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete, provided the information we disclose is as provided to us by you. In addition you agree that we may contact any person or reference provided by you to verify accuracy of account details.

3. CHARGES & PAYMENTS

3.1 Credit Check:

- i. By applying for or using certain Services, you are giving Digicel permission to obtain your credit information from consumer credit reporting agencies at any time and for any reason, including because of questions from or Account changes made by Authorized Users or persons who provide information we deem sufficient to identify you.
- ii. We may also share information about your credit worthiness with Digicel affiliates, assignees, successors and service providers in accordance with the applicable Privacy notice and/or Privacy Policy.
- iii. We may refuse to provide you Services or require an advance payment, a non-refundable payment, a deposit, or other form of credit requirement if we determine that you may be a credit risk due to (1) your credit rating; (2) insufficient credit history; (3) previous late payments, suspension, disconnection or restoral of service; or (4) fraudulent or abusive use of any Services within the last five years. We will not pay interest on any returned advance payments or deposits made to us by you, unless required by law.
- iv. We may, however, require special payment terms, such as additional advance payments or deposits, if we determine that the initial payment was inadequate.
- v. We may establish limits and restrict Services or features as we deem appropriate.
- vi. We may immediately interrupt or suspend Services until your balance is brought below the limit we set for you. Any charges you incur in excess of your limit shall become due immediately.

3.2 Billing:

- i. Different Digicel Mobile Service Plans will be billed in different ways. You must review the specific Digicel Pre Paid and Post Paid Mobile Service Terms, respectively, below, and the specified plans as advertised on the Digicel website for details and the amounts of applicable fees and charges.
- ii. As a Customer of a Digicel Mobile Service you agree to pay in full the following, which may be varied and amended by Digicel from time to time:
 - a. the then-current cycle charges for your Services;
 - b. any applicable charges for equipment required for Services;
 - c. activation fees, connection, or installation charges, if any;

- d. account management service fee where applicable for the service and maintenance of your DIGICEL Account;
 - e. late fees and Service restoral fees, if any;
 - f. Digicel fees and other Digicel charges disclosed in the Service Terms;
 - g. charges for third-party content or services purchased or ordered using your Services or Digicel equipment; and
 - h. any applicable taxes, levies and fees imposed by governmental entities in accordance with applicable law. All prices and charges exclude taxes, levies and fees unless stated otherwise or as required by applicable law.
- iii. You are responsible for paying all charges specified in these Terms, including charges incurred by any person who gains access to your Services or Digicel equipment, even if you did not authorize the charges.
- iv. Subject to clause 17.2, you agree and acknowledge that on April 1 of each year, commencing April 2023, all Digicel Mobile Service plans, shall be subject to a price adjustment (“Annual Price Change”) by a percentage equal to the percentage change in the Consumer Price Index over the preceding 12 months plus two (2) percent. Where the change in the CPI is zero or negative, the percentage increase shall be (2) percent. The change in the CPI shall be calculated based on data published by the applicable bureau of statistics in the Market governing these Terms or in its absence Digicel’s estimation thereof where permissible by law. In the event that the change in the CPI by way of increase is higher in the data or estimate published by an international monetary body such as the International Monetary Fund than any national estimate then the former shall be used for the Annual Price Change.
- v. Please note that billing will begin as soon as your Service is installed or activated for you, even if you have not yet begun to use it (or even installed it).
- vi. The conversion of the foreign currency to the governing market currency shall be at a rate of exchange as determined by the Central Bank of that Digicel Market on the date we receive notification of the transaction and the relevant amount to be charged to your DIGICEL Account.
- vii. You will be notified of your monthly credit limit when your application is accepted. We reserve the right to increase or lower your monthly credit limit at any time and from time to time. You agree that your monthly debt will not exceed your monthly credit limit. Your credit limit, established at our discretion, relates to your current usage. Service may be suspended if your DIGICEL Account usage exceeds this limit.

3.3 Security Deposit

- ~~i. A security deposit must be made by you before you are connected or reconnected to the Digicel Network and provided the Service.~~
- ~~ii. The security deposit will be refunded, without interest, within thirty (30) days after the termination of your Service and these Terms, and only after you have paid all outstanding monies due to Digicel.~~
- ~~iii. You agree that the security deposit may be used, at any time, to offset any outstanding debts owed to Digicel by you. The security deposit cannot be used to pay for the Service you receive through your use of the SIM Card, including for all costs associated with its unauthorised use.~~

3.4 Late-Payment Charge and Dishonoured Cheque Fee:

- i. You agree that, for each bill not paid in full by the payment due date, we may assess a late-payment charge (subject to applicable law and except as may otherwise have been expressly agreed in writing).
- ii. Our acceptance of late or partial payments (even if marked “Paid in Full” where late payment is received) will not waive any of our rights to insist upon payment of the full amounts due and by a specific date. You will also be charged a fee for each and any check or other instrument (including credit card charge-backs) returned unpaid for any reason (subject to applicable law and except as may otherwise have been expressly agreed in writing).

3.5 Collections:

If you fail to pay amounts you owe in full and on time, you agree that you may be subject to credit collections either by us or a third-party collections agency. To the extent permitted by law, you must pay us any costs and fees, including attorneys' fees, we reasonably incur to collect amounts you owe us. Subject to, and insofar as not contrary to applicable law, we will not be responsible or liable for any negative or adverse consequences that may arise as a result of our reporting your DIGICEL Account or payment information or history to any third-party credit reporting or collections agency.

3.6 Early Termination Fee:

3.6.1 Your Application form, order confirmation, and/or applicable fee schedule for your Service, may include a minimum period during, which you must maintain the Service on an eligible plan ("Service Commitment"). You agree to pay an early termination fee subject to clause 3.6.2 in the event you terminate the Service and these Terms during the Service Commitment.

3.6.2 If within the first fourteen (14) days of the Service Commitment ("Cooling- Off Period"), you decide that you do not want the Services, you may cancel your Service and Contract bywithout incurring any charges, unless at the time of cancellation you were connected to or provided with the Services. If you were provided with the Services during this Cooling off Period, then you will be responsible for the cost of any Equipment, installation costs and the pro-rata costs of the Services at the Contract rate to the date of cancellation, which sums shall become immediately due and payable.

3.7 Application of Credits:

Any amounts refunded in the form of bill credits, cash payments, or any other form will include all applicable taxes, fees and surcharges that were originally paid on such amounts. Credit amounts, such as customer loyalty rewards, that do not represent a refund of, or a discount to, the price paid for any products or Service will not result in the refund of any tax, fee, or surcharge you previously paid.

3.8 Questions or Disputes Regarding Charges

If you receive an incorrect bill or wish to query your bill, you must contact Digicel's customer services department as soon as possible. **Where a billing dispute exists, you must, within one hundred and twenty days (120) from the date of the bill, notify Digicel's customer service department. Failure to notify Digicel within this timeframe shall have the effect that you have waived your rights to dispute the bill and to participate in any legal action arising out of such dispute. This limitation period may not apply where, by law, such contractual notice provisions are prohibited.**

4. PREPAID SERVICE PLANS

4.1 Digicel Mobile Pre Paid Service Plans ("Prepaid Service Plan") are services which are activated after the Customer has purchased an active Digicel Market Service Plan. You acknowledge and agree that all such Prepaid Service Plans come with a certain number of days of service ("Prepaid Service Days") per Plan cycle.

4.2 You will have access to the given Prepaid Service(s) under your Prepaid Service Plan so long as you do not reach your maximum allotment of minutes or data (to the extent they are capped) and/or so long as you have Prepaid Service Days left on your Prepaid Service Plan cycle.

4.3 To keep your Prepaid Service Plan active, you must purchase and redeem a Prepaid Service Plan prior to your Prepaid Service End Date. Your Prepaid Service End Date is the last day of your Prepaid Service Plan cycle and is determined by the date on which you activated your Prepaid Service by redeeming a Prepaid Service Plan.

- 4.4 If you fail to redeem a new Prepaid Service Plan prior to your Prepaid Service End Date, you will be prohibited from using the Prepaid Service(s) offerings of your purchased Prepaid Plan. To prevent this from occurring, please keep your Prepaid Service active by purchasing a Prepaid Service Plan before your Service End Date.
- 4.5 You will still be able to make calls to emergency services and Digicel Customer Care division as well as receive calls while the SIM Card is connected to the Network.
- 4.6 Notwithstanding your Prepaid Service End Date, Digicel reserves the right to discontinue your Prepaid Service and deactivate any DIGICEL Account for, which there is no usage for a period of four (4) months. If your DIGICEL Account is deactivated, it may be reactivated by purchasing and redeeming a new Prepaid Service Plan. Once reactivated, you will be assigned a new phone number.
- 4.7 Once you start a new Prepaid Service Plan cycle, you will lose any unused minutes, data, and Prepaid Service Days remaining under your current Prepaid Service Plan. You will not receive a refund or credit for any unused minutes, data or Prepaid Service Days once you begin a new Prepaid Service Plan cycle.
- 4.8 The Services that come with all Digicel Plans (e.g., talk, text and data) vary and change from time to time. For the latest information about our Prepaid Service Plans, including, any limitation that may apply please visit our website or call Digicel's Customer Care.

5. POSTPAID SERVICE PLANS

- 5.1 Digicel Mobile PostPaid Service Plans ("PostPaid Service Plan") are services included in your specified Digicel Mobile Service plan, which includes your monthly usage allotment and charges for voice, messaging and/or data services ("PostPaid Service"); overage rates when you exceed your rate plan's monthly usage allotment; pay-per-use rates; and your coverage area.
- 5.2 Unless specified otherwise, any unused allotment of voice, messaging and data services, from one billing cycle will not carry over to any other billing cycle.
- 5.3 All PostPaid Service Plans which include the provision of a device have a minimum Service Commitment period which is specified in your relevant Application Form. If you have subscribed to the PostPaid Service Plan and use your own device, once you activate your Service Plan, you agree to be bound by the minimum Service Commitment as specified in your Application Form. There is no minimum commitment required where you the customer purchase a plan that does not include a device or you have purchased a device from us at the full retail value.
- 5.4 Should You terminate your PostPaid Service Plan and these Terms within the minimum Service Commitment period, you must:
 - i. provide us with a minimum of thirty (30) days prior written notice;
 - ii. pay any applicable handset and/or device subsidies to offset the costs associated with the failure to use the handsets and/or devices throughout the minimum Service Commitment period; and
 - iii. pay the total of all the Monthly Service Fees that would have been payable to Digicel for the remainder of the minimum Service Commitment period, to offset the loss incurred by Digicel due to your failure to observe the minimum Service Commitment period.
- 5.5 If your PostPaid Service Plan includes voice service, subject to the limitations in these Terms, you can make and receive calls within your PostPaid Service Plan's coverage area ("Voice Service"). Additional charges may apply for Voice Service used outside your PostPaid Service Plan's coverage area.
- 5.6 If your PostPaid Service Plan includes the ability to send and receive text messages (SMS), pictures or video messages (MMS), and/or Advanced Messaging (RCS) chat messages (collectively "Messages"), subject to the limitations in these Terms, you will be able to receive and send these Messages ("Messaging Service"). Apps that use other messaging protocols and over the top third-party messaging apps may incur additional data charges.
- 5.7 Messages sent from or received on other devices, including but not limited to tablets, laptops, smart watches, will utilise data services on Digicel's Network, and will therefore be treated as data usage on the Network, and may incur additional data charges. Digicel does not guarantee delivery of messages on such other devices. Digicel reserves the right to change this delivery period of such messages as needed without notification.

- 5.8** If your PostPaid Service Plan includes the use of data on the Network, subject to the limitations in these Terms, you will be able to browse the internet and access wireless services, content and apps, including those that enable sending and receiving of emails, use of GPS navigation, streaming of video, and other customary mobile internet-enabled capabilities ("Data Service"). PostPaid Services provided via the Data Service may be provided by Digicel or its affiliates, assignees, successors, or by third parties subject to service-specific terms and conditions.
- 5.9 PostPaid Charges:** Usage and monthly fees will be billed as specified herein Your Customer Service Summary also provides an estimate of your total monthly bill. If you select a rate plan that includes a predetermined allotment of Services (for example, a predetermined amount of airtime, messages, or data), unless otherwise specifically provided as a part of such rate plan, any unused allotment of Services from one billing cycle will not carry over to any other billing cycle. Usage on networks not owned by Digicel is limited as provided in your rate plan. Charges will be based on the location of the site receiving and transmitting service and not the location of the subscriber.
- 5.10** A non-refundable activation fee of twenty Bermudian dollars (\$20BMD) , must be made by you before you are connected to the Digicel Network and provided the Service.
- 5.11** We reserve the right to transfer a credit or debit balance to or from any of your Digicel Accounts with us (including but not limited to accounts for mobile service, ordinary telephone service and Internet service) provided that we give you prior notice thereof.
- 5.12** We reserve the right to have any outstanding and undisputed charges collected from you by a third-party agent to recover from you all costs and expenses (including reasonable legal fees) associated with the collection of amounts due to us.

6. E-SIM ACCOUNT & INFORMATION

- 6.1** The Digicel E-Sim Service provides you as the subscriber with:
- an Embedded SIM (Subscriber Identity Module) in an authorized Digicel mobile device or
 - access to the Digicel Network to benefit from the Digicel Mobile Services.
- 6.2** You may need to set up one or more accounts ("DIGICEL Account" or "Account") in order to purchase or use our E-Sim Services. You are responsible for ensuring that any information you provide us in connection with your DIGICEL Account, including contact information and billing information, is accurate and remains current.
- 6.3** Digicel shall not be liable to the customer for any E-Sim replacement or mobile phone replacement if the Customer's phone is found to have a defective E-Sim through no fault of ours.
- 6.4** You are responsible for any activity that occurs on or through your DIGICEL Account. We do not guarantee the security of your DIGICEL Account. You must ensure that your credentials for accessing or using your DIGICEL Account, such as your passwords, personal identification numbers, tax registration number, or other personal information remain secure at all times. If you learn of any unauthorized use of any DIGICEL Account for any Service, please contact us immediately.
- 6.5** Pre-existing Customers shall undertake to transfer, store or back up all personal data stored on their physical Sim card prior to converting their physical Sim card to an E-Sim. Digicel shall not be held responsible or liable for any lost, corrupted or damaged data as a result of the transfer from a physical Sim card to an E-Sim. Only your Digicel plan will be transferred from your physical sim to your E-Sim.
- 6.6** You shall be required to go into any authorized Digicel retail store to activate the E-Sim Service. Activation involves the scan of a Quick Response Code (QR Code) and the downloading of the E-Sim to your E-Sim compatible mobile phone. Upon completion of the download, an E-Sim profile will be created with a new phone number for new customers. Existing customers will retain their previous phone number that was assigned to their existing Digicel pre-paid or post-paid account.
- 6.7** The Service herein shall be sold on an "as is" and "as available" basis. Digicel does not warrant or guarantee a fault free service with respect to network coverage, quality or availability.

6.8 Digicel Customers shall be able to port or transfer their phone number from another network to Digicel's network upon paying the relevant porting fees and utilizing the existing porting process in order to have their number ported to the Digicel network.

6.9 Digicel reserves the right upon written notification, at any time to alter or replace an E-Sim number allocated to you or any other name, code or number whatsoever associated with our Service. Digicel reserves the right without prior notification to re-assign an E-Sim number that has been assigned to a Customer to another customer if such E-Sim number has been suspended by Digicel or the Customer and remains suspended for more than three (3) weeks.

7. TERMINATION OR SUSPENSION OF DIGICEL SERVICES

7.1 You may cancel or terminate one or more of your Digicel Services by given thirty (30 days written notice of same. If you want to cancel a Digicel Service, please contact the customer-service department for that Digicel Service.

7.2 If you cancel a Digicel Service, you might lose any discounts you obtained from bundling together Digicel Services, and some of your remaining Digicel Services may not work, whether entirely or in the same way) after the cancellation of one of the bundled Digicel Services.

7.3 Digicel reserves the right to modify, suspend, or discontinue any function or feature of any Digicel Service, including your rates or charges, or to terminate your Digicel Service entirely, for any reason, which may include, but is not limited to:

- i. any misconduct by you or any user of your Digicel Services (as defined below);
- ii. Any breach of statutory restrictions/regulations/ procedures that govern Digicel's Network and Service or non-compliance with an order by court, or arbitrator; and
- iii. any interruption or loss of either your or Digicel's rights to access any part of the Digicel Network facilities required to provide your Services, including the interruption or loss of any rights to access the land or buildings in which any facilities are located;
- iv. Misconduct includes but is not limited to the following conduct by you or any user of your Digicel Services:
 - a. any conduct that we reasonably believe violates these Terms or Digicel's Acceptable Use Policy;
 - b. any conduct that involves the use of abusive, threatening, or unreasonable conduct toward any of our employees or representatives, whether in person, over the phone, or in writing;
 - c. any abusive, fraudulent, or unlawful use of any Digicel Services;
 - d. providing us with false or misleading information about you or users of your Digicel Services, or your or their use of your Digicel Services, including inaccurate information related to your creditworthiness;
 - e. any use of Digicel Services in a manner that negatively affects our or others' networks, customers, or operations, or that infringes anyone's intellectual property rights, violates others' privacy, generates spam or abusive messaging or calling, or results in the publication of threatening, offensive, or illegal materials;
 - f. any unauthorized reselling of Digicel Services (including selling of use of or access to Digicel Services); and
 - g. any failure to make all required payments when due or to maintain sufficient amounts on deposit or pay another form of credit security, as well as any change that we determine creates a risk of non-payment (such as a deterioration in your creditworthiness.
 - h. if we have reasonable cause to believe that Services were obtained fraudulently or fraudulent or improper use of your Digicel handset or SIM Card is taking place against us or a third party;
 - i. if you commit a trespass on the Network or any equipment owned by Digicel;
 - j. if you use the SIM Card for commercial gain;

7.4 Regardless of the reason or whether your or we terminate your Digicel Services:

- i. unless required by applicable law, there is no proration of charges and you are still responsible for the full month's payment even if your Digicel Services are terminated in the middle of a billing cycle;
- ii. Any DIGICEL Account balance or unused portion for the terminated Digicel Service (such as a Prepaid Service) will not be refunded or credited back;

- iii. your licenses to use any software associated with the terminated Digicel Service are terminated;
- iv. you are obligated to return any Equipment (excluding mobile devices), as defined in these Terms, associated with the terminated Digicel Service; and
- v. Digicel reserves the right to delete any data, files, or other information associated with you or your DIGICEL Account or terminated Digicel Services.

7.5 In addition, if you have not yet satisfied a minimum Service Commitment period to maintain a Service for a particular length of time and regardless of whether you cancel a Digicel Service or we terminate it for misconduct, you will be subject to any applicable early-termination fee pursuant to subsection [3.6].

7.6 If any of your Digicel Services are suspended, you are still responsible for paying any applicable charges for that Digicel Service during the period of suspension.

7.7 If your access to the Services is interrupted or suspended we are in no way obligated to continue to provide Services to you. We however reserve the right to charge an additional fee if we decide to continue to provide you Services, which fee shall be for reconnection of your Services to the Network.

7.8 Should you refuse to accept these Terms and Conditions of Service, we reserve the right to refuse to reconnect you.

8. DISCLAIMER OF WARRANTIES

8.1 Other than as expressly set out in these Terms or the applicable Service Terms, Digicel Services are provided on an “as is” and “as available” basis, without warranties or guarantees of any kind.

8.2 To the maximum extent permitted by law, Digicel and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, successors, and assigns, expressly disclaim all warranties of any kind, whether oral, express, implied, or statutory, including but not limited to the implied warranties of title, merchantability, fitness for a particular purpose, non-infringement, and any warranties implied by a course of performance, course of dealing, or usage of trade.

8.3 No one is authorized to make warranties on our behalf.

8.4 We do not guarantee that Digicel Services will meet your requirements, be of a particular quality or speed, or will be uninterrupted, accurate, secure, maintained, and kept free from viruses or other harmful components.

8.5 We cannot and do not guarantee that an unauthorized person will not obtain access to your information or DIGICEL Account. Nor do we guarantee that Digicel Services are suitable for use in situations in which absolutely accurate data transmission or security is required or that could result in personal injury, property damage, or financial loss.

8.6 We also do not guarantee that Digicel Services will be interoperable with your hardware or software and that incompatibility will not lead to damage or loss of data. You are using Digicel Services at your own risk.

8.7 All Digicel supplied handsets are covered under a six to twelve months manufacturer’s warranty against production defects, depending on the phone manufacturer. The manufacturer’s warranty is limited to the repair of the defect or replacement of the defective part. The manufacturer’s warranty is applicable only to defects in material, design and workmanship. The manufacturer’s warranty does not apply to normal wear and tear of the handset or to the repair or replacement of batteries or damage caused by you whether directly or indirectly.

8.8 The manufacturer’s service centre may in its sole discretion replace batteries deemed to be faulty within six months of purchase.

8.9 The warranty is voided if there is evidence of unauthorised repairs or modification to the handset or tampering with the serial number. The warranty is also voided if there is evidence of physical damage, improper storage, misuse, abuse or neglect of the handset including but not limited to exposure to moisture or liquid, excessive heat or use of parts, accessories or software not approved or supplied by Digicel.

8.10 Repair or replacement under the terms of the manufacturer’s warranty does not provide the right to extension or renewal of the warranty period.

8.11 Customers should refer to the handset manual for guidelines on proper use and storage of handsets. Full details on the repair process may be obtained by contacting any Digicel Dealer Store or Customer Care.

9. LIMITATIONS OF LIABILITY

- 9.1** You recognize and agree that Digicel is not an insurer of its products and Digicel Services, nor can it insure the accuracy of your information or the privacy or security of your DIGICEL Accounts. Further, you understand and accept that we have no control over the acts and conduct of third parties and that you are in the best position to safeguard your personal information and protect your DIGICEL Accounts from unauthorized access.
- 9.2** Digicel provides telecommunications services and you agree that Digicel is not responsible for losses incurred as a result of your or a third party's use of your Digicel wireless number or other Digicel Service as a source of authentication or verification in connection with any social media, email, financial, cryptocurrency or other account.
- 9.3** You also acknowledge and agree that Digicel has the right, to the greatest extent provided by applicable law, to limit the scope and extent of its potential liability to you, and that Digicel's ability to contractually limit its potential liability to its customers permits it to offer and provide its products and Digicel Services at fair and reasonable prices. Accordingly, to the greatest extent permitted by law, Digicel and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, successors, and assigns are not liable to you, or any authorized or unauthorized user or beneficiary of Digicel products and Services, for any indirect, incidental, special, consequential, treble, punitive, or exemplary damages for any reason. Disallowed damages include, but not are limited to, damages for personal injury; property damage; or loss of revenue, profits, business, goodwill, use, data, or other tangible or intangible losses (even if we've been told of the possibility of those damages) resulting from, for example: (a) use of Digicel products and Services (which includes equipment, software, and inside or outside wiring); (b) the performance or non-performance of Digicel Services; (c) the actions or inaction of Digicel or its agents with respect to the provision or delivery of any Digicel Services or that relate to your DIGICEL Account or our relationship with you; or (d) any action of a third party, such as unauthorized access to your DIGICEL Accounts or Digicel Services (including the use of your DIGICEL Accounts or Digicel Services to access a third-party account); or (e) any alleged actions or representations, statements, promises, or agreements by Digicel or its agents that are not expressly set forth in this Agreement regarding the use, performance, suitability, safety, reliability, security, or any other aspect or attribute of Digicel Services.
- 9.4** In addition, to the greatest extent permitted by law, Digicel and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, successors, and assigns are not liable to you for any damages of any kind resulting in any way from: (a) the installation, maintenance, removal, or technical support of Digicel Services, even if the damage results from the ordinary NEGLIGENCE of our installer or other representative; (b) any unauthorized access to your DIGICEL Accounts or Digicel Services (including the use of your DIGICEL Accounts or Digicel Services to access a third-party account), even if the unauthorized access was the result of ordinary NEGLIGENCE by an Digicel employee, representative, agent, or any person or entity purporting to act on Digicel's behalf; (c) any inability to reach 911 or other applicable emergency services, any alleged interference with alarm or medical monitoring signals, or any failure of alarm or medical monitoring signals to reach their intended monitoring stations; (d) the use, inability to use, or the lack of interoperability between Digicel Services and any third-party hardware, software, or service, even if charges for the third-party hardware, software, or service appear on your Digicel bill; (e) the loss of your information, such as missed or deleted voicemails, text messages, emails, pictures, or files; or (f) any interruption, error, limitation, delay in any Digicel Service, or any other problem caused, in whole or in part, by you or something outside of our control, including, but not limited to, environmental conditions, emergency conditions, power or network outages, transmission errors, equipment damage or repairs, limits in system capacity, unavailability of radio frequency channels, governmental actions, labor disputes, riots, terrorism, or the acts of third parties.
- 9.5** In addition, unless prohibited by law, our total liability to you (under any legal theory) is a credit or refund that shall not exceed the total amount of charges you paid us for the applicable Digicel Service during the shorter of (i) the preceding 24-month period or (ii) the period in which you experienced the issue giving rise to your claims. If you are disputing a charge on your bill, Section 1.10 requires you to notify us within 120 days of the bill date. Moreover, unless

prohibited by law, you must commence any legal action, whether by filing a lawsuit in small claims court or by filing a demand for arbitration, within two years of the date of the event or facts giving rise to the dispute or you waive the right to pursue that claim. This contractual limitations period is tolled for 30 days following the submission of a valid Notice of Dispute under subsection [3.8] of this Agreement.

9.6 Each of the limitations of liability in these Terms will apply to claims you bring against third parties to the extent that we would be required to indemnify that third party. If applicable law prohibits a limitation in these Terms, all other limitations will apply to the greatest extent permitted by law.

10. INDEMNIFICATION

10.1 To the fullest extent allowed by applicable law, you agree to release, hold harmless, indemnify, and defend Digicel and its parents, subsidiaries, and affiliates, and their past, present, and future officers, employees, agents, partners, licensors, and successors and assigns from any and all claims of any person or entity for damages, fines, penalties, or expenses of any nature arising out of or relating to, directly or indirectly: (1) your or your Authorized Users' access to, use of, or inability to access or use any Digicel Service; (2) any violation by you or your Authorized Users of these Terms; (3) your or your Authorized Users' violation of law (including your negligence, wilful misconduct, and infringement of anyone's intellectual property rights); or (4) any other claim, demand, action, or complaint by any person or entity claiming by or through you or your Authorized Users that in any way arises out of or relates to these Terms or any Digicel Service.

11. PRIVACY

We take your privacy seriously. For more information about how we collect, use, and protect your personal information, including your location information, please see the Digicel Privacy Policy located at <https://www.digicelgroup.com/en/privacy-policy.html>

12. USE BY CHILDREN:

12.1 Digicel is concerned about the safety and privacy of all its users, particularly children. For this reason, children under the age of 13 should not be permitted to access Digicel Services unless allowed by a DIGICEL Account holder who is their legal guardian. You understand that by permitting a child to access a Digicel Service, you are giving your child access to that Service's features (such as email, message boards, clubs, and instant messages), the internet, and a broad range of third-party content. Please remember that Digicel Services are designed to appeal to a broad audience. It is your responsibility to determine whether the features are appropriate for a child/minor.

12.2 Digicel suggests that you take advantage of any access controls offered with Digicel Services that allow you, as the DIGICEL Account holder, to block access to certain types of content you may feel are inappropriate for children/minors.

12.3 Digicel also recommends that you remain diligent in the supervision of any minors in their use of Digicel Services and the internet. Access controls provided through Digicel Services are intended as a guide only. Neither Digicel nor its licensors can be responsible for any content accessed by you or children/minors, whether or not you take advantage of the access controls we provide. In addition, neither Digicel nor its licensors guarantee the accuracy of such access controls, and you agree that you will not hold Digicel liable for any loss or damage of any kind incurred as a result of the use of such access controls.

13. GOVERNING LAW

13.1 The law of the jurisdiction in which we currently provide you with Digicel Services (or the jurisdiction of your current billing address or current address of record) shall govern these Terms.

14. END USER LICENSING TERMS

14.1 If you connect to Digicel Services by using, downloading, or installing an application or other software that we made available, either directly or through vendors (the "Software"), your use of the Software is subject to these Terms and any End User License Agreement ("EULA") for the Software.

14.2We (or for vendors' Software, the vendor) remain the owner of the Software. So long as you comply with these Terms and any EULA provided with the Software, you are granted a revocable, nonexclusive, non-transferable, limited right to install and use the Software on a single computer or device that you own and control and to access and use the Software on such device. Digicel is not responsible for any material or content that you transmit, store, delete, record, or play using the Software.

14.3You may use the Software only in strict adherence to these Terms, the EULA, and the terms of any other Digicel agreements associated with your device. You may not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of or decrypt the Software; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Software; (c) violate any applicable laws, rules, or regulations in connection with your access or use of the Software; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Digicel or its affiliates, partners, assignees, successors, suppliers or the licensors of the Software; (e) other than resale by a Digicel-authorized reseller, use the Software for any revenue-generating endeavor or commercial enterprise other than the use of the Software to participate in our Services; (f) use the Software for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for any Services, product, or software offered by Digicel; (g) use the Software to send automated queries to any web site or to send any unsolicited commercial email; or (h) use any proprietary information or interfaces of Digicel or other intellectual property of Digicel in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the Software.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 Digicel IP:

- i. You agree that Software, Digicel Services, products and equipment ("DIGICEL IP") are protected by trademark, copyright, patent and intellectual property laws, and/or international treaty provisions.
- ii. You also agree that the source and object code of DIGICEL IP and the format, directories, queries, algorithms, structure, and organization of DIGICEL IP are the intellectual property and proprietary and confidential information of Digicel and its affiliates, assignees, successors, licensors, and suppliers. Except as expressly stated in these Terms, you are not granted any intellectual property rights in or to DIGICEL IP by implication, estoppel, or other legal theory, and all rights in and to DIGICEL IP not expressly granted in these Terms are hereby reserved and retained by Digicel. Nor do you have any intellectual or other property rights in any information that Digicel provides or uses to deliver Digicel Services, such as any DIGICEL Account or phone numbers or email addresses assigned to you.

15.2 Third-party software:

- i. DIGICEL IP MAY UTILIZE OR INCLUDE THIRD-PARTY SOFTWARE THAT IS SUBJECT TO OPEN SOURCE AND THIRD-PARTY LICENSE TERMS ("THIRD-PARTY SOFTWARE"). YOU ACKNOWLEDGE AND AGREE THAT YOUR RIGHT TO USE SUCH THIRD-PARTY SOFTWARE AS PART OF THE SERVICES IS SUBJECT TO AND IS GOVERNED BY THE TERMS AND CONDITIONS OF THE OPEN SOURCE OR THIRD-PARTY LICENSE APPLICABLE TO SUCH THIRD-PARTY SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ACKNOWLEDGEMENTS, LICENSE TERMS, AND DISCLAIMERS CONTAINED THEREIN ("THIRD-PARTY SOFTWARE NOTICES") AND INCLUDING ALL POSTED CHANGES TO THIRD-PARTY SOFTWARE NOTICES. IN THE EVENT OF A CONFLICT BETWEEN THESE TERMS AND THE TERMS OF THOSE LICENSES, THE TERMS OF THOSE LICENSES WILL CONTROL YOUR USE OF THE RELEVANT THIRD-PARTY SOFTWARE. IN NO EVENT WILL THE APPLICATION OR COMPONENTS THEREOF BE DEEMED TO BE "OPEN SOURCE" OR "PUBLICLY AVAILABLE" SOFTWARE. YOU AGREE THAT YOUR USE OF DIGICEL IP IS SUBJECT TO THE TERMS OF ALL THIRD-PARTY SOFTWARE NOTICES.

15.3 DIGICEL Marks:

- i. You agree that the company names and their related logos and all related product and service names, design marks, and slogans are trademarks and service marks owned by and used under license from Digicel (the "DIGICEL Marks"). You are not authorized to use the DIGICEL Marks in any advertising, publicity, or in any other commercial manner without the prior written consent of Digicel, which may be withheld for any or no reason.

15.4 INFORMATION, CONTENT, SERVICES, AND APPLICATIONS PROVIDED BY THIRD PARTIES

- i. DIGICEL IS NOT A PUBLISHER OF THIRD-PARTY INFORMATION, APPLICATIONS, SERVICES, OR OTHER CONTENT AND IS NOT RESPONSIBLE FOR ANY OPINIONS, ADVICE, STATEMENTS, OTHER INFORMATION, SERVICES, OR GOODS PROVIDED BY THIRD PARTIES. Neither Digicel nor its content and service providers or suppliers, in providing information, services, applications, content, or products, can underwrite, or assumes your risk in any manner whatsoever. You agree that your use of third party information, applications, services, content, or products is at your own risk, for which Digicel is neither responsible nor warrants their safety, quality, or appropriateness and does not provide customer service, repairs, or other support.
- ii. Third party content or service providers may impose additional charges. Any information you provide to third parties is governed by their policies or terms.
- iii. Some services give you the ability to access, view, listen to, interact with, record, and/or store third party audio and visual content ("Third Party Content"). You understand that Digicel does not guarantee the access to or availability of any particular Third Party Content, or the length of time any particular Third Party Content may remain available. You also understand that Third Party Content is the copyrighted material of the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcast, rewritten, or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the applicable Digicel country. copyright laws or comparable provisions of foreign laws. You agree that Digicel will have no liability to you, or to anyone else who uses your Digicel services, with regard to any Third Party Content.
- iv. Digicel reserves the right in its sole discretion to restrict or deny access to any Third Party Content or other third party information, application, services, or products.

16. ASSIGNMENT AND THIRD PARTIES

16.1 Digicel may assign these Terms or parts of these Terms to any non-affiliated third party without having to seek your consent, and without notice to you. You cannot assign these Terms or any rights or legal claims arising from it without our prior written permission.

16.2 Upon any assignment of these Terms by Digicel, all references in these Terms to "Digicel" "we," "us," or "our" shall refer solely to the assignee of these Terms, and shall no longer refer to Digicel or its affiliates. From the date of an assignment by Digicel, Digicel will no longer be your Service provider and the assignee shall be responsible for providing your Services. You acknowledge and agree that Digicel will have no liability or obligation to you if these Terms are assigned by Digicel, and your recourse for any liabilities or obligations shall be solely limited to the assignee of these Terms.

16.3 Except as stated in these Terms, anyone who uses or benefits from your Digicel Services is not a third-party beneficiary who can enforce these Terms against you, us, or anyone else.

17. ABOUT THESE TERMS

17.1 Your Ability to Contract: By proceeding to activate, use, or pay for any Digicel Service, which constitutes acceptance of these Terms, you are confirming that you are over the age of majority (as determined in your respective jurisdiction) and have the capacity to enter into binding agreements.

17.2 Changes to these Terms: Digicel reserves the right to add, modify, or delete any terms, conditions, rates, or fees for any Digicel Service, at any time. We will provide you with notice of all changes by email, bill insert or message, text or other message, posting on the website for your Digicel Service, or other method we deem practicable. You

will then have the right to terminate the Agreement at the point of the proposed change without incurring any early termination fees. Your continued use or payment for Digicel Services after the effective date of the change means you have accepted the change.

17.3 Conflicting Terms: These Terms supersede any prior discussion, communication, agreement between us regarding your Digicel Services. In the event of a conflict between these Terms and an applicable EULA, these Terms shall take precedence unless the EULA specifically states otherwise. The English version of these Terms is the original written version. If there is a conflict between it and any translated version, the English version controls.

17.4 Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in full force and effect.

17.5 Survival: Although you or we can terminate these Terms, some terms will, by their sense and context, continue to apply after termination. These terms include, but are not limited to, the provisions regarding dispute resolution, disclaimer of warranties, limitations of liability, indemnification, and governing law.

17.6 Entire Agreement: These Terms constitutes our entire agreement and supersedes any prior or contemporaneous agreements or understandings between us or any reliance on marketing materials or statements or promises by Digicel employees or agents.

17.7 Operational Limits/Force Majeure: Digicel's ability to provide Digicel Services to you is subject to the availability and the operational limitations of the requisite equipment and associated facilities, including third party networks that Digicel does not control. You understand and agree that temporary interruptions or delays of Digicel Services may occur and that Digicel is not liable for them. In addition, Digicel is not responsible for interruptions or delays caused by events outside its control, such as war, acts or threats of terrorism, civil disorder, labor strikes or disruptions, natural disasters (including fires, floods, earthquakes, and severe weather), medical epidemics, pandemics or outbreaks, destruction of network facilities or transportation infrastructure, or any other events beyond Digicel's reasonable control.

A. GLOSSARY

The words in bold throughout this agreement have the following special meanings:

'Additional Policies' means as well as these Terms, the services are subject to other policies such as the Acceptable Use Policy and you may find these on the Digicel website or they can be accessed through the services, as updated by us from time to time.

'Digicel Embedded Subscriber Identity Module (E-Sim) Service(s)' means and includes an electronic profile that will be downloaded and/or installed on your device as part of activating the Service. The E-Sim may be used on our Pre Paid or Post Paid plans which you have subscribed and/or ordered including any new, extra or substitute services which we agree to supply you at a later date.

'Digicel Post Paid Mobile Telephone Service' means are services included in your specified Digicel Mobile Service plan, which includes your monthly usage allotment and charges for voice, messaging and/or data services.

'Digicel Pre Paid Mobile Telephone Service' means services which are activated after the Customer has purchased an active Digicel Market Service Plan.

Digicel Mobile Data Services

'Digicel Mobile Service(s)' means Digicel Mobile Pre Paid and Post Paid services which you have subscribed and/or ordered including any new, extra or substitute services which we agree to supply you at a later date.

'Digicel Website' means the website at <https://www.digicelgroup.com/en.html> or any other website address we may tell you about.

'Equipment' means any telecommunications or other equipment we supply to you as an essential part of providing the service(s) (including upgrades and replacements). This may include (but is not limited to) any cable modem, set-top box, cables and ducts. This does not include batteries or certain accessories which you may purchase from us, nor does it include any equipment which you may purchase from a supplier recommended by us or an alternative supplier. This is referred to as 'additional equipment'.

E-Sim Services' means the voice and digital telephony and ancillary services provided to you under these Terms.

'Network' or 'Network System' means Digicel's telecommunications network.

'Service Start Date' means the first date on which each Service is available for you to use or, where no installation is required, the earlier of the date your Service is activated or seven days from the date you ordered the Service(s) from us.

'Service Fee(s)' means Digicel Mobile Post Paid and/or Pre Paid service fees which includes but is not limited to, which you have subscribed and/or ordered including any new, extra or substitute services which we agree to supply you at a later date.

"Software" means the following: (a) any application related to the Services or this Agreement, including, without limitation, any software code, scripts, interfaces, graphics, displays, text, documentation, and other components; (b) any updates, modifications, or enhancements to it; and (c) any specific Digicel or vendor web site to which the Software directs you via any browser.

'Terms' means the terms and conditions set out in this document, the Additional Policies, together with all the details set out in the application form we ask you to sign.

SCHEDULE 1: LIST OF DIGICEL ENTITIES

ITEM 1: DIGICEL ENTITIES	ITEM 2: COUNTRIES
Wireless Ventures (Anguilla) Limited	Anguilla
Antigua Wireless Ventures Limited	Antigua & Barbuda
Digicel Aruba Holdings B.V	Aruba
Digicel (Barbados) Limited	Barbados
Telecommunications (Bermuda and West Indies) Ltd. T/A Digicel Bermuda	Bermuda
Digicel Suriname N.V.	Suriname
Antilliano Por N.V. T/A Digicel Bonaire	Bonaire
Digicel (BVI) Limited	British Virgin Islands
Digicel (SVG) Limited	St Vincent & the Grenadines
Digicel (Cayman) Limited	Cayman
Digicel (Trinidad & Tobago) Limited	Trinidad & Tobago
Curacao Telecom N.V. T/A Digicel Curaçao	Curacao
Digicel (Dominica) Limited	Dominica
Digicel (Grenada) Limited	Grenada
U-Mobile (Cellular) Inc. T/A Digicel Guyana	Guyana
Digicel (Jamaica) Limited	Jamaica
Caribbean Cable Communications (Montserrat) Limited	Montserrat
Digicel (St Lucia) Limited	St Lucia
Digicel St Kitts Wireless Ventures (St. Kitts & Nevis) Limited T/A Digicel St. Kitts & Nevis	St Kitts & Nevis
Digicel Turks and Caicos Ltd	Turks & Caicos