



ONE VOICE TERMS & CONDITIONS

This Agreement commences on the _____ day of _____, 20____ and shall govern the Customer's use of the Hosted IP Telephony Service known as One Voice, provided to the Customer by Cable & Wireless Jamaica Limited hereinafter referred to as FLOW ("FLOW").

Definitions:

High Speed Internet Access means a high data rate connection to the Internet

Integrated Access Device (IAD) means a device installed at the Customer Premises, which supports voice, data and video information streams over a single high capacity access link to the FLOW Network.

Local Area Network (LAN) is a group of computers and associated devices that share a common communications line or wireless link. Typically, connected devices share the resources of a single processor or server within a small geographic area (for example, within an office).

Wide Area Network (WAN) is a geographically disperse telecommunications network.

1. The Service

1.1 **One Voice**, (hereinafter referred to as "the Service") Is an IP based system that uses the FLOW network to deliver business-grade telephone and communication services

1.2 It is acknowledged and agreed that:

- (a) Successful installation of this Service may also require the installation of structured cabling and software configuration.
- (b) The Service operates with high-speed internet access and the Customer is responsible for obtaining and keeping in good working order high-speed internet access.
- (c) The quality of the Service is subject to the quality of the high-speed internet access service used by the Customer.
- (d) FLOW does not provide high-speed internet access services under this Agreement. If Customer obtains the requisite high-speed internet service from FLOW then the FLOW Terms and Conditions for ADSL Service or DIA Service Schedule (as relevant) and the FLOW Acceptable Use Policy and Fair Usage Policy (as may be amended from time to time) shall apply to the provision of that service.
- (e) FLOW does not guarantee fault-free performance of the Service but shall provide the Service using the due skill and care of a competent telecommunications provider.
- (f) The Service is provided for the sole use of the Customer in the course of its business and shall not be resold or used for resale of any form of telecommunications service save and except in the course of the Customer's business. Non-observance of this restriction shall be grounds for immediate termination of the Service.



- (g) The Customer has no proprietary or other interest in any telephone numbers assigned by FLOW and FLOW shall have the right to change any such telephone numbers from time to time provided that it gives the Customer no less than thirty (30) days' notice of such change.
- (h) FLOW does not accept responsibility for any interference to the Service as a result of any activity outside of the control of FLOW and FLOW shall not be liable for, and is excused from, any failure or delay due to acts of God, acts of civil or military authority, riots, civil unrest, acts of the public enemy, war or threats of war, accidents, fires, explosions, hurricanes, earthquakes, floods, unusually severe weather, epidemics, strikes or industrial action or any other cause beyond its reasonable control.
- (i) Customer agrees and acknowledges that the Service will not be available under the following circumstances:
 - i. Where there is an electrical power outage;
 - ii. Where the Customer's high-speed internet access service or other internet service utilized in the provision of the Service, is down;
 - iii. Where certain firewalls prevent the operation or effective operation of the Service ;
 - iv. Where network congestion or use of data services at the same time as the Service may affect sound quality;
 - v. Where interference caused by some other appliance, equipment or signal over which FLOW has no reasonable control affects operation of the Service;
 - vi. Where the Customer's high speed internet service is provided by a provider other than FLOW, and the provision of the Service is blocked by that provider.

2. **FLOW Responsibilities**

FLOW agrees to:

2.1 Provide the Service by doing the following:

Local Access

2.1.1 Installing equipment (including Customer Premises Equipment) and local access service to each of the designated service locations.

2.1.2 Applying the fundamental test of operability between FLOW network and Customer's service sites as described in the **Customer Acceptance Form** to be signed by the Customer upon completion of installation by FLOW.

Customer Premises Equipment (CPE)

2.1.3 Where required in accordance with the **Customer Solution Proposal** and the Statement of Work attached as **Schedule A**, on-site installation of equipment and network interfaces including but not limited to IADs that may be required to establish connectivity.



CPE Programming

- 2.1.4 Programming of IADs or other interface devices with IP addresses required to establish wide area connectivity from your location to our hosting site.
- 2.1.5 Provision of username and password to the Customer
- 2.2 Provide Customer's designated system administrator with an appropriate interface, limited access privileges and the relevant documentation in order for such administrator to accomplish its responsibilities as outlined in 3.7 below.

3. Customer Responsibilities:

Customer agrees to:

Local Telephone Termination Wiring

- 3.1 Provide infrastructure including but not limited to the horizontal cabling system extending from the telecommunications outlet in the work area to the horizontal cross-connect including the telecommunications outlet and an optional consolidation point (including Cat 3 cabling for digital and or analog phones)
- 3.2 Provide structured cabling as above (however, for IP Phones this would be Cat 5e or Cat 6 cabling)

Local Area Network Physical Connections

- 3.3 Provide physical connection of Customer's LAN from the router to which FLOW provides WAN service to the workstations, servers and other addressable devices on Customer's LAN. Customer's LAN may include hubs and internal switching devices that may require reconfiguration upon installation of FLOW's WAN connection. In addition, Customer may wish to extend its LAN to new Customer locations requiring new cabling and other equipment. FLOW's installation personnel are not responsible to provide these services or to diagnose any malfunctions or service loss.
- 3.4 Give FLOW adequate prior notice of the requested installation time and date and to make arrangements to have Customer's network present or otherwise available at the time of installation. In the event that Customer requests installation but is not prepared to accept installation at the time requested, Customer shall pay FLOW's reasonable costs for its visits to the Customer's designated locations to commence installation.

Computer Workstation & Server, Software and LAN Addresses

- 3.5 Configure Customer's desktop software to ensure service availability to the individual users of Customer's LAN.
- 3.6 Ensure that the Service is technically compatible with the Customer's equipment and high-speed internet access and that it conforms to any applicable rules and regulations prescribed by the Service Provider, manufacturer or any governmental or other authority.



- 3.7 Assign a system administrator whose roles would include but not be limited to:
- (i) User administration (password resets, termination of user access, internal service reassignment;
 - (ii) Service management of Hosted IP Telephony packages

Security

- 3.8 Have and maintain full responsibility for activities and equipment beyond the designated demarcation point as follows:
- (a) Maintenance and protection of devices and interfaces from unlawful access from inside or outside the network
 - (b) Making adequate provision in the LAN for intrusion protection in the form of password, authentication, firewall etc
 - (c) Protection from call charges fraud or any other fraud associated with the Service
 - (d) Maintaining safeguards and restrictions that are designed to protect system from remote access via inter or intranet
 - (e) Protecting portal against unlawful access at group or user level when access is granted for user / system administrator feature / function maintenance

and for the avoidance of doubt, FLOW shall not be liable and shall be held harmless in respect of any security compromise or violation regarding the foregoing.

4. Term and Termination

- 4.1 The Term of this Agreement begins on the Service Start Date and shall continue for the minimum period set out at item 1 Schedule B (the “Minimum Service Period”). For the avoidance of doubt, where the Term is less than a month, this section 4 shall apply mutatis mutandis. The Service Start Date shall be the date on which testing of the service is completed and the Customer Acceptance Form has been executed by the Customer.
- 4.2 After the Minimum Service Period expires, this Agreement shall continue on a month-to-month basis subject to clause 4.3 below.
- 4.3 After expiration of the Minimum Service Period, either party may terminate this Agreement at any time without giving reasons therefor, by giving the other party not less than thirty (30) days prior written notice of its intention to terminate.
- 4.4 Termination of Service by Customer prior to the end of the Minimum Service Period, for any reason save and except a breach by FLOW of a material term, shall result in payment by Customer of the outstanding charges (including but not limited to any rental charge) which would have been payable for the remainder of the Minimum Service Period, had the Agreement not been terminated.



4.5 The Customer may withdraw an application for Service at any time before installation. In this event, the Customer shall be responsible for any costs incurred by FLOW as a result of the commencement of FLOW's processing of the Customer's request for service

5. Disconnection

5.1 For the avoidance of doubt FLOW may disconnect the Service immediately if:

5.1.1 the Customer fails or is unable to pay any charge for the Service by the final date for payment indicated on the Customer's bill, including any charge for a service provided by FLOW to Customer as a part of the Service or any other service supplied to the Customer by FLOW;

5.1.2 the Customer is using the Service or any other service or facility in violation of the law, or to defraud FLOW, or to resell telecommunications service, or in contravention of any restriction imposed by FLOW;

5.1.3 FLOW receives complaints or claims from third parties regarding the Customer's use of the Service and FLOW investigates such claims and finds them, in FLOW's discretion, to be valid;

5.1.4 Customer fails to comply with its obligations pursuant to this Agreement;

5.1.5 Customer becomes insolvent; or

5.1.6 FLOW in its sole discretion decides to do so to protect its equipment, network and/or employees from danger damage or destruction

6. Equipment and Apparatus

6.1 Customer is responsible for providing the equipment and apparatus (if any) outlined in the Customer Solution Proposal.

6.2 Customer must use an ADSL, dedicated internet access (DIA), cable or other high-speed service which has an available Ethernet port.

6.3 FLOW only supports Service that is connected to the recommended equipment and apparatus indicated in the Customer Solution Proposal.

6.4 All equipment provided by FLOW is the property of FLOW unless purchased in full by Customer. Risk in any FLOW equipment shall pass to the Customer on installation of the equipment at the Customer's service location. Notwithstanding the foregoing or anything else herein, full legal and equitable title and interest in the Equipment shall remain in FLOW and shall not at any time pass to the Customer unless otherwise expressly agreed by FLOW in writing.

6.5 If any equipment installed by FLOW shall be lost, destroyed or damaged after installation at the Customer's service location, then FLOW shall, upon becoming aware of same, whether or not



having received notice of same from the Customer, and subject to availability, replace the same subject to the Customer paying all costs of such replacement.

- 6.6 Where the Customer Solution Proposal provides for Customer purchase / provision of equipment, the equipment so identified is the Customer's property, and the Customer must keep it safe and in good condition. Without prejudice to the generality of the foregoing and for the avoidance of doubt it is the customer's responsibility to use a power guard or UPS for all equipment to protect against damage from electrical surges or outages and any loss of, or damage to, the equipment and apparatus.
- 6.7 FLOW does not accept responsibility for network or other service failures where the telephone service or High Speed Internet access is provided by another service provider and is not obligated to provide any rebates or remedies for loss of the Service due to such service failures. Where disruption of the Service is as a result of failure in a network, telephone or other service provided by FLOW, the Customer may be compensated in accordance with the Agreement for the provision of that prerequisite service. No additional compensation or rebate will be paid under this Agreement.
- 6.8 FLOW does not warrant the equipment in any manner whatsoever, but shall transfer to the Customer any manufacturer's warranty on equipment purchased by the Customer.

7. Rates and Charges

- 7.1 The Customer subscribes to the package described on the Customer Solution Proposal. The package is subject to the fees and charges set out in **Schedule B** hereto. Where indicated, usage charges may also apply. FLOW reserves the right to vary the package and/or charges and/or place restrictions on telephone features at any time upon thirty (30) days notice to the Customer.
- 7.2 The Customer is responsible for the payment of all charges for the Service, including but not limited to one-time charges and recurring monthly charges.
- 7.3 All bills rendered to the Customer must be paid in full on or before the final date shown on the bill at any designated collection point or by any designated electronic means of payment. Non-payment of bills by the final date will lead to the Customer being suspended and/or disconnected from access to the service.
- 7.4 The Customer must notify FLOW of any contested charge prior to the final date of the bill in which such charge appears. Uncontested charges in the same bill shall be paid on or before the final date. If, after investigation, it is established to the satisfaction of FLOW that the whole or any part of the contested charge is legitimate, then the Customer must pay the legitimate charge on the final date shown in the next bill.
- 7.5 Unless otherwise indicated, all international calls and all domestic calls are billed on a per-second basis. FLOW reserves the right to change the billing increment at any time.
- 7.6 The Customer accepts that the monthly charges are independent of usage and the customer is obliged to pay both monthly and usage charges. The billing period shall be thirty (30) days and shall commence after the Service Start Date.
- 7.7 Rates are subject to the applicable General Consumption Tax (GCT).



- 7.8 The charges are quoted in United States Dollars and payable in Jamaican dollars at the weighted average selling rate of the BOJ as at the date of the bill, and are subject to change on notice effective on the next bill issued after such notice is given.
- 7.9 Usage charges are billed for calls made to destinations not included in the subscribed Service plan. Calls forwarded using the call forwarding feature will incur the usage charge applicable to calls to the “forwarded” destination.
- 7.10 FLOW reserves the right to require Customers to pay a deposit. This deposit is subject to change based on changes in FLOW’s credit policy.
- 7.11 If requested by FLOW, the Customer will provide a security deposit equivalent to the installation charge plus one month’s rental charge, or as otherwise determined by FLOW and notified to Customer.
- 7.12 FLOW shall be entitled to consolidate all bills in the name of the same Customer regardless of the service and transfer balances to or from accounts for the Service or any other services to any other account of the same Customer for services not covered under this Agreement.

8. Miscellaneous

- 8.1 The Customer may not assign or transfer this Agreement or any rights or obligations without the prior written consent of FLOW.
- 8.2 The Customer indemnifies and holds FLOW harmless against the following:
 - a. Claims for libel, slander or infringement of copyright arising from material transmitted or recorded over its facilities;
 - b. Claims for infringement of patent arising from combining with or using in connection with facilities of FLOW any apparatus, technology or system of the Customer;
 - c. Any breach of a Customer/user password or other security feature for which Customer/user has responsibility to maintain and protect
- 8.3 Notwithstanding anything contained herein, FLOW shall not be liable for non-performance or unavailability of the service if same is due to or contributed to by any cause beyond the reasonable control of FLOW including but not limited to acts of God, strike, labour disturbance and the act or omission of any other telecommunications carrier or service provider.
- 8.4 In the event that FLOW incurs any liability to the Customer arising out of or in connection with the Service (whether founded in contract, tort including negligence, statute, equity or otherwise), the liability of FLOW shall be limited to Fifteen Million Jamaican dollars (J\$15,000,000.00) in respect of any event or series or connected events. In no event shall FLOW be liable to the Customer or his employee, agents, clients, or any third party for:
 - a. Any delay or incidental, indirect or consequential damages including but not limited to loss of business, loss of revenue or loss of data arising out of, or in connection with, FLOW’s failure to perform under this agreement; or
 - b. Damage to their property arising out of or in connection with the service or the installation, repair or maintenance of the system.



- 8.5 FLOW makes no representation and gives no warranties, except to the extent expressly set forth herein.
- 8.6 If any provision of this agreement is invalid or unenforceable, it shall be severed from this agreement and the balance of this agreement shall be unaffected and shall remain enforceable.
- 8.7 FLOW reserves the right to modify or amend this Agreement. Any such modification shall be notified to the Customer by a notice sent to the Customer's billing address. If the Customer continues to use the service after such notice has been sent, then he/she is deemed to have accepted such modification.

9. Governing Law

This Agreement shall be governed by and interpreted in accordance with laws of Jamaica.

10. Customer Acknowledgment

The Customer acknowledges that he/she has read this Agreement and agrees to the terms of this Agreement and all documents referred to herein.

For _____ **(Customer)**

Customer Signature: _____

Printed Name: _____

Date: _____

For FLOW

Signature: _____

Printed Name: _____

Date: _____



SCHEDULE B

1. Minimum Period

_____ Days / Months/Years [*strike out the ones which do not apply*]

2. Payment Schedule

1. A one time installation charge of US\$[] to be paid pursuant to the first bill issued to the Customer.

2. A monthly access charge of US\$[]

3. If equipment is purchased hereunder, the purchase price of US\$[] payable as selected below:

A. Deposit of []% on signing this Agreement. The balance to paid by [] monthly payment(s) of US\$[].

B. Payable in full on signing this Agreement