



TERMS & CONDITIONS OF CUG SERVICE

This Agreement commences on the _____ day of _____, _____. In this Agreement, the terms 'You' and 'Your' will be used to refer to Customer and the terms 'C&W', 'We', 'Us' and 'Our' will be used to refer to Cable & Wireless Jamaica Limited, hereinafter referred to as C&W, C&W Business or Flow. This is the agreement between You and Us for the provision of a Closed User Group service ("the CUG Service").

This Agreement, including C&W's General Terms and Conditions of Mobile Service ("**Appendix A**") and any other schedules and appendices related to Our Mobile Service hereunder, shall constitute the entire agreement between You and C&W for mobile telephone numbers highlighted in the Application Form attached hereto.

This Agreement, including C&W's Fixed Line Terms and Conditions of Service ("**Appendix B**") and any other schedules and appendices related to Our Fixed Line Service hereunder, shall constitute the entire agreement between You and C&W for fixed line telephone numbers highlighted in the Application Form attached hereto.

The Service Specific Terms and Conditions of Mobile Data Service, Device Repair Service and Roaming, where applicable, are located on our website at www.discoverflow.co.

1. C&W'S OBLIGATIONS

1.1 During the initial **three months** of this agreement (the "Start-Up Period") C&W will provide You with a certain number of mobile handsets free of cost. Thereafter, any additional mobile handsets provided by C&W to You are to be provided at the current discounted rates applied to corporate customers.

1.2 C&W shall honor the manufacturer's warranty on all mobile handsets provided to You pursuant to this Agreement, subject to 1.3.

1.3 In the event that any handset provided by C&W to You contains a manufacturer's defect upon receipt by You of same, then C&W shall replace the handset provided C&W has received notification in writing of such defect within seven (7) days of the date of first delivery to You of said handset. If notification in writing of any such defect covered by the warranty is sent to C&W outside of that period (but within the one year warranty period) then C&W shall repair the handset within a reasonable time after receipt of the defective handset.

1.4 C&W will install and commission all fixed numbers for the CUG Service within five working days of acceptance of the

Application Form, at no additional cost to You.

2. YOUR OBLIGATIONS

2.1 You shall ensure that the mobile handsets which are provided or purchased from C&W are used exclusively on the C&W network.

2.2 You will not export or arrange or assist any other person or persons in exporting C&W mobile handsets or with the unlocking of C&W mobile handsets.

2.3 You shall promptly and without set-off or deduction, pay C&W for the CUG Service and any additional services or products as may be set out hereunder or agreed between the Parties from time to time.

3. FINANCIAL ARRANGEMENTS

3.1 C&W shall bill calls within and outside the CUG Service at the rates listed at **Appendix C**. All call rates are subject to change with 30 days' notice.

3.2 C&W shall provide You with an invoice on or about the 25th day of each month and You shall provide payment in full on or before the 1st day of the following month.

3.3 Any failure of C&W to provide an invoice to You will not relieve You of the obligation to

pay for the Service.

4. TERM OF AGREEMENT

4.1 The term of this Agreement shall commence as of the date set out at the head of this Agreement, and shall remain in place for a period of two years from that date (the "Minimum Service Period"). Thereafter this Agreement shall renew automatically on a monthly basis until terminated by either party giving the other thirty (30) days prior notice in writing.

4.2 The term of this Agreement may be amended at any point by mutual agreement of both parties in writing.

5. TERMINATION

5.1 This Agreement may be terminated forthwith by any party in the event of the other going into liquidation (other than as part of a voluntary scheme for the purposes of reconstruction or amalgamation of the party with a solvent corporation and where the resulting corporation, if a different legal person, undertakes to be bound by this Agreement) or suffering the appointment of a receiver or examiner over any of its property or income or making any deed or arrangement with or composition for the benefit of its creditors.

5.2 Where there is a breach of the terms of this Agreement by either party:

- (a) which is capable of remedy, the party in default shall be given fourteen (14) Business Days notice in writing by the other party within which time the breach must be remedied to the reasonable satisfaction of the other party and failing which the Agreement may then be terminated forthwith.
- (b) which is not capable of remedy, it shall be considered a Material Breach and the Agreement may be terminated forthwith upon written notice of the breach.

5.3 The parties may mutually agree to terminate this Agreement at any time.

5.4 Upon termination or expiry of this Agreement, by You before the end of the Minimum Service Period for any reason save and except for a breach by C&W;
(a) You shall immediately pay the market cost of all mobile handsets and SIM cards which were provided

free of cost by C&W during the Start-Up Period,
(b) You shall pay the total monthly rate per user for the remaining months on the contract on a pro rata basis as per the Schedule below and the market cost of all handsets purchased by You after the Start-Up Period up to the date of termination of the Agreement, on a pro-rated basis using the Schedule below.

(c) For contracts terminated within ninety (90) days after the Start-Up period, You shall immediately pay the remaining monthly recurring costs for each service to the end of the Term of the Agreement.

(d) For contracts terminated over ninety (90) days, You shall pay the following in accordance with the Schedule below:

Period Between end of Start-Up Period and Termination Date	Payment
0-6 Months	100% of the total monthly rate per user for the remaining period of the Agreement
7-12 Months	75% of the total monthly rate per user for the remaining period of the Agreement
13-18 Months	50% of the total monthly rate per user for the remaining period of the Agreement
19-24 months	25% of the total monthly rate per user for the remaining period of the Agreement

5.5 Any termination of this Agreement shall have effect subject to the accrued rights and remedies of each party to the Agreement as of the date of termination or expiry.

5.6 The termination of this Agreement shall in no way relieve You from Your obligation to pay C&W any sum accrued hereunder prior to such termination.

6 LIMITATION / EXCLUSIONS OF LIABILITY

NOTWITHSTANDING ANYTHING HEREIN, C&W SHALL NOT BE LIABLE FOR NON-PERFORMANCE OR UNAVAILABILITY OF THE

SERVICE IF SAME IS CAUSED OR CONTRIBUTED TO BY EQUIPMENT FAILURE OR BREAKDOWN, ACTS OF GOD, STRIKE, LABOUR DISTURBANCE, OR OTHER REASONS BEYOND C&W'S REASONABLE CONTROL. IF ANY LIABILITY TO YOU IS CAUSED (WHETHER DUE TO NEGLIGENCE OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SERVICE, THE LIABILITY OF C&W SHALL BE LIMITED TO THE AMOUNT OF THE PRO-RATA MONTHLY ACCESS CHARGE DURING THE PERIOD THAT THE SERVICE WAS AFFECTED OR J\$500.00 WHICHEVER IS LOWER. IN NO EVENT SHALL C&W BE LIABLE TO THE SUBSCRIBER OR ANY THIRD PARTY FOR:

- (a) ANY DELAY OR INCIDENTAL GENERAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH C&W FAILURE TO PERFORM UNDER THE AGREEMENT; OR
- (b) DEATH OR PERSONAL INJURY OR DAMAGE TO THEIR PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE SYSTEM.

C&W MAKES NO REPRESENTATIONS AND GIVES NO WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH HEREIN.

7 ACCEPTABLE USE OF SERVICE

The service is confined to Your own use for non-commercial voice communications only and is not for resale. It shall not be used:

- (a) to transmit any defamatory, fraudulent, offensive, abusive, indecent or menacing material or words;
- (b) in any manner which constitutes a violation or an infringement of any duty or obligation in contract, tort, or otherwise to any third party;
- (c) in connection with the commission of an offence against the laws of Jamaica; or
- (d) for any purpose other than the purpose as defined and set out in herein.

Non-Observance of these restrictions shall be grounds for immediate termination of the service. You have no proprietary or other interest in any telephone number assigned by C&W and C&W reserves the right to change the telephone number by

giving You notice. Unless preprogrammed by C&W, each telephone number can only appear in one mobile handset and have one Electronic Serial Number (ESN). You shall be responsible for ensuring that any mobile handset used with the CUG Service but not provided by C&W is technically compatible with C&W's cellular system and conforms to any applicable rules and regulations prescribed by C&W, any competent regulatory or governmental authority.

8 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (including delivery via facsimile transmission) shall be deemed an original, and such counterparts together shall constitute only one original.

