

1. Agreement

These terms and conditions shall govern the relationship between Mossel Jamaica Limited (hereinafter referred to as "we", "us" "our" and "the company") and the user (hereinafter referred to as "you", "your" "the customer") of mobile telephone service (hereafter referred to as "Service(s)", "Digicel Mobile Service") and shall constitute legal and binding obligations on the parties once you have made or received your first call from your prepaid phone. Your registration form shall form part of these terms and conditions. These Terms and Conditions annul all prior understandings between you and us. By using Services, you have agreed to these Terms and Conditions. We reserve the right to amend or unilaterally change any of Digicel Mobile Service products and/or Digicel Mobile Service services and or the terms and conditions of this Agreement subject to notifying you of such amendments. Such notification may be by way of advertisement in the national media and/or our website. If Service is used after notice of amendment, then it shall be deemed accepted. This agreement is governed by the Laws of Jamaica.

2. Return Policy

If you have a problem with your recharge card please call Digicel Customer Care. No refund will be given for your recharge card from the dealer.

3. Rebate Policy

If you took advantage of the one-time offer to obtain a rebate for a non-GSM cellular phone that meets specified requirements, you, in signing the rebate receipt, assume all liabilities associated with the phone that was traded in and have indemnified Mossel Jamaica Ltd. from any third party claims.

4. Information Disclosure

We reserve the right to refuse any request for account information where we are unable to verify that the requester is in fact the account holder, authorized contact or user of the account. The company may however, disclose any information about you and your accounts:- if the company, in its discretion, deems such disclosure necessary or desirable;

- pursuant to legal process or subpoena

- if disclosure is necessary to protect the company's interests. By using the Service you consent to and authorize any such disclosure. The company shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete. Any inquiries or changes to your phone account can only occur once you have registered with the company having completed and submitted a registration card included as an insert in your phone-in-a box or Digiflex SIM pack.

5. Provision of Service

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. The provision of pre-paid service is currently operational on the company network only. It is not possible to use your Digicel pre-paid handset on another GSM network.

6. Service Charges

The company's tariffs, for the Service, as amended from time to time, also forms part of the Agreement. We reserve the right to alter such tariffs and will notify the Customer of such a change by notice in writing and/or via national media and/or via our website.

7. Digicel Mobile Numbers

Mossel Jamaica Ltd. has proprietary rights to any mobile number allocated to you. We reserve the right 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.

8. Mobile Telephone Directory & Caller ID

Our Network may allow the display of your telephone number in our telephone directory and on receiving handsets, unless otherwise specified.

9. Using your Account

As you make calls or send messages from your pre-paid phone, charges are incurred and will be deducted from your account. Your account balance is available by dialing the customer help line created for that purpose or by dialing the Fast Balance code from your mobile phone. If you make a call and your credit expires during the call, the call will be terminated.

10. Recharging Your Account

You may add value to your account at any time by using pre-paid vouchers (Flexcards). Each Flexcard has an expiry date which indicates the time in which you have to use the value on the voucher. Once you purchase a new Flexcard, the new expiry date on your account will be the higher of the vouchers loaded on your account. Based on circumstance, your account will go through the Prepaid Subscriber Life Cycle that consists of 4 different states:

State 1: Active – Your phone becomes active once you have made or received your first call using your preinstalled credit given by Digicel. The number of days your phone remains active is dependent on the value of the Flexcard (recharge card) purchased. Each denomination has a defined number of days before the card expires.

State 2: Inactive – Your phone becomes inactive when there is zero money in your call account. In this state, you can receive

calls but you cannot make paid calls. You can only call emergency numbers, toll free numbers and Customer Care as well as your fast recharge number to topup your account, therefore moving you back into the active state. When your voucher time expires, you move into the Deactive State.

State 3: Deactive – Your account moves into this state when the time on your voucher has expired. This can occur even with money in the account. When you become deactive, you have a maximum of 60 days before you move into the expired state. In this state, you can send and receive SMS (text messages) until there is zero money in your account. You can also receive calls, however you cannot make paid calls. You can only call emergency numbers, toll free numbers and Customer Care as well as your fast recharge number to top-up your account. When next you top-up, you will be moved into the active state and any money remaining on your account, will be added to your new balance. The new balance is verified by an announcement from the network.

State 4: Expired – Your account becomes expired if you fail to recharge your account before the 60 days given in the Deactive state. At this point your account will be terminated and you will be removed from the Network. Your mobile number and any credit on your account will be lost.

11. Reactivation

If you wish to regain access to the Network, you will need to purchase a new Digiflex SIM Pack. You may not transfer any credit balance to a third party and Digicel has no obligation to pay or refund you for the cost of the handset or any credit remaining on your prepaid account.

12. Invoice

No invoice, including the provision of periodic or itemized statements of account, or record of calls made and/or received will be sent to a prepaid customer. We are in no way obligated to give you proof of the current state of your pre-paid account, how your credit is used or prima facie evidence of the state of your account or of any other matters recorded.

13. SIM Card

We claim ownership of all SIM Cards provided for Service to our Network and they must be returned to us, or anyone acting on our behalf, on request. You must not interfere with this card for any reason. Any SIM Card found to be defective (through no fault of ours), will require payment for its replacement, exchange or repair. Any SIM Card found defective due to faulty workmanship or design may be replaced free of charge once returned within the warranty period specified.

14. Handsets

All Digicel authorised handsets sold through our authorized dealer channel are network locked. Customers are not permitted to remove, or have a third party remove the lock, without explicit authorization from Digicel.

15. Customer Obligations

Your handsets and vouchers are your property and therefore your responsibility. You must take every precaution to keep them safe. You have consented to:

- only use Mossel Jamaica Ltd GSM- recommended equipment and facilities with the Network and comply with laws and regulations governing its use;
- use the Mossel Jamaica Ltd technology on terms specified by us when it is made available;
- comply with laws and regulations governing this network and service;
- follow our reasonable instructions related to your use of equipment, handsets or services issued by us;
- immediately report and confirm in writing, if your equipment and/or SIM Card is lost, stolen or damaged. We will replace your SIM Card but there may be a charge;
- complete and sign the rebate receipt once trading in a non-Digicel or Digicel recommended phone;
- comply with all reasonable requests by us, or others on our behalf, particularly in relation to the investigation of fraud or other offences or as required by law or in legal proceedings. Should the company deem it necessary to enforce its rights hereunder in any legal action you will reimburse the company for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

16. Equipment & Connection To Network

Only equipment that is approved by the company shall be used by you to connect to the Service and the company may from time to time specify the type of equipment that may be connected to or used by you in respect of the Service. You shall immediately disconnect any equipment or device to the company's network which is not approved or complies with the company's specifications upon demand. The company's representative shall have access to your premises to verify that only approved and compliant equipment or devices are used in connection with the Service. In no event shall you interfere with any equipment provided to you by the company for use with the Service. The company accepts no responsibility for the maintenance repair or condition of equipment or devices which are not the company's property and you will maintain all equipment and devices in good condition which are used or connected to the Service.

17. Suspension & Termination

This Agreement may be suspended and/or terminated without the need for prior written or verbal communication:

- if you breach any statutory restrictions/regulations/ procedures that govern this network and service;
- if you do not comply with and/or breach any of the enlisted Terms and Conditions of this Agreement;
- if intermittent checks, modifications and/or maintenance is deemed necessary by the Network;
- if you notify us that your handset has been lost or stolen;
- if we have reasonable cause to believe that Service was obtained fraudulently or fraudulent or improper use of your handset or SIM Card is taking place against us or a third party;
- if you commit a trespass on the Network or any equipment owned by the company;
- if you conspire to defraud the company;
- if, in the sole opinion of the company you should do anything which would or is detrimental to the operation of the Network or the company;
- if services rendered to you in the sole opinion of the company may cause the Operation of the Network to be jeopardized or impaired, or allow others to do any of the foregoing with your equipment or any act which does not comply with relevant legislation and regulation;
- if we are unable to provide the Services to you;
- if you do anything to avoid or evade the company's charges;
- if you do anything which in the opinion of the company is intended to or result in the evasion or avoidance of the company's legitimate charges or defraud the company;
- if you do anything which is intended, or results in or likely to bypass the service. Should your access be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide service to you. In this event, we reserve the right to levy a fee for reconnection to the network. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you.

18. Exclusion of Liability

We shall not be held liable for any direct, indirect, or consequential loss suffered by you (or anyone claiming through you) due to any of the following:

- suspension or non-availability of any Service;
- suspension or termination of this Agreement;
- interruption of or failure to connect any call made to or by the equipment;
- interruption of or failure to connect any call due to failure of a third party;
- any call made to or by the equipment being overheard or intercepted by any third party;
- any data/information transmitted to or by the equipment being altered or lost. We will have no liability to the customer for any claims whatsoever resulting from the inability to provide the Services due to factors beyond our control, including, but not limited to, Acts of God and the Queen's enemies, weather events, civil disturbances, industrial action, war, governmental action, force majeure, the act or omission of any other telecommunication carrier, default or failure of a third party. Mossel (Jamaica) Limited, its associated or affiliated companies, their respective officers, agents, directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature kind whatsoever, whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to our equipment and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through our Network and/or equipment. If we offer goods and/or services as agents of any principal providers(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers so long as we have identified the providers to you and identified ourselves as agents.

19. Hold Harmless

You will indemnify and hold harmless the company against the following:-

All damages or injury caused to the company's service and network as a result of you negligence or failure to abide by your obligations hereunder; All claims arising out of your act or omission in conjunction with the service provided by the company.

20. Unenforceability

If any part of this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

21. Customer Information

Digicel will send you information from time to time that is deemed relevant to you. If you do not wish to receive this information you may notify Digicel in writing.