

LIME. For Living. Everyday.



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Our Ref: GRCR/GR 15.24
18th May 2011

Mr. David Archbold
Managing Director
Information, Communication & Technology Authority
3rd Floor, Alissta Towers
P.O. Box 2502
Grand Cayman

Dear Mr. Archbold:

Re: Revision of LIME Residential Terms and Conditions of Service

Pursuant to paragraph 23 of Annex 5 to its 2003 ICT Licence, Cable and Wireless (Cayman Islands) Limited, trading as LIME ("LIME"), is pleased to notify the Authority of its revised residential terms and conditions of service for unregulated services.

Rationale for Revised Terms and Conditions

LIME and its sister companies have embarked on a Caribbean-wide exercise aimed at simplifying, as much as possible, its residential service terms and conditions. The main aim of the exercise was to consolidate all of LIME's various terms and conditions for residential services into one document, instead of having separate, relatively lengthy terms and conditions ("T&Cs") for each residential service. New T&Cs were also thought necessary because there was a need to revise some of LIME's existing T&Cs to take into account changes in technology or in modes of providing particular services, and therefore make them more technology neutral. Ultimately, the customer benefits from having one concise set of T&Cs, as opposed to detailed T&Cs for each LIME service to which he or she subscribes. In the case of the Cayman Islands, LIME is focusing this exercise at this time on its residential Category 3 and unregulated services, as these services are not subject to a separate tariff filing requirement.

Structure of the Revised Terms and Conditions

The format of the new consolidated T&Cs consists of a set of general terms and conditions, covering all Category 3 and unregulated residential services and governing the overall

relationship between LIME and its customer, followed by additional specific service terms and conditions included in separate schedules, addressing detailed matters which apply to the service in question. The intent is that as LIME moves to add new unregulated residential services to its product line-up, additional service schedules will be added.

Services Covered by the Revised Terms and Conditions

At this time the revised residential T&Cs only include Category 3 and unregulated services, namely Mobile Service (Schedule 2) and Broadband Internet Service (Schedule 3). Separate service schedules are also included to cover Sale and Rental of Equipment by LIME (Schedule 1), Blackberry Service (Schedule 4) and Mobile Data Service (Schedule 5).

The T&Cs for Category 1 and 2 services (e.g. Fixed Line and NetSpeak) do not form part of the revised residential T&Cs, and will remain as previously incorporated in the tariffs approved by the Authority. In addition, the tariff or terms and conditions, as applicable, for business services are not being changed at this time, although we intend to conduct a similar exercise for those services in due course.

The full text of the consolidated terms and conditions for residential services is attached hereto.

Communicating the Revised Terms and Conditions to Customers

The consolidated T&Cs will be available on LIME's website, at www.lime.com, in LIME retail stores, as well as printed as brochures for the benefit of customers. LIME will implement a communication plan which will ensure that all customers are aware of the new T&Cs and where they can be found. For the avoidance of doubt, LIME intends that these new consolidated T&Cs apply to existing as well as new customers.

Effective Date

For existing customers, the revised T&Cs will come into effect on June 30, 2011. For new customers and customers who are renewing their service contracts, the revised T&Cs will come into effect immediately.

Should you have any questions, or require any additional information, please contact me.

Yours sincerely,

'Signed'

Anthony Ritch
General Manager

Cc: Frans Vandendries, VP Legal, Regulatory & Corporate Affairs, LIME

LIME TERMS & CONDITIONS OF SERVICE

– RESIDENTIAL SERVICES –

GENERAL TERMS AND CONDITIONS – RESIDENTIAL SERVICES

1. DEFINITIONS

1.1 In this Agreement:

“**access charge**” means the monthly charge for connection to Our network.

“**account**” means the account in which We record Your charges or credits.

“**Agreement**” means these general terms and conditions, Schedule 1 hereto, the service specific terms and conditions in Schedules 2 to 8 which apply to the individual components of the Service and any other terms and conditions issued by Us from time to time in respect of services not specifically mentioned herein, the Service Application Form You completed requesting the particular Service, any documents referred to in this Agreement and any additional or varied terms and conditions as We may notify You from time to time.

“**cancellation charge**” means the charge which is applied to Your account for cancelling this Agreement before the end of the Minimum Period or the Renewal Period in effect and is calculated by adding up the remaining monthly service charges from the time You terminate the Agreement until the end of the Minimum Period or the Renewal Period in effect.

“**charges**” includes service charges, usage charges, access charges, installation charges, special installation charges, roaming charges, maintenance charges and any other charges relating to this Agreement or to the Service (including reasonable administrative charges), as set out in our Tariff Sheet or as notified to You.

“**Country**” means the territory of the Cayman Islands

“**credit limit**” means the value of unbilled and unpaid charges that You are normally allowed to accumulate each month.

“**equipment**” means any line, or other telecommunications apparatus, or any physical component of Our network and other equipment supplied by Us to You, for the provision of any Service and includes the Terminating Device and UPS.

“**installation charges**” means the charges payable by You for installation and connection of the Service.

“**maintenance charges**” means generally one-off charges that are the result of special services that You have requested; they also include charges, as set out in our Tariff Sheet where We have attended to a fault on Your request which was subsequently proved to be within Your own apparatus, and include paying Our charges in cases where Your apparatus has damaged Our network or equipment.

“**Minimum Period**” means the minimum period of service, if any, specified on the Service Application Form; or, if no minimum period is so specified, one (1) month from the date of provision of the Service.

“**network**” means Our telecommunications network by which We provide the Service under this Agreement and includes the Terminating Device and any of Our equipment.

“**NID**” means the network interface device installed by Us at the service address showing the termination of Our network to which Your internal wiring is connected that is to say the network demarcation point.

“**normal working hours**” are 8:00 a.m. to 5:00 p.m. Monday to Thursday and 8:00 a.m. to 4:00 p.m. on Friday, excluding public holidays.

“**ONT**” means a device called an optical network terminal that converts an optical signal into an electrical signal. The ONT is installed at the service address showing the termination of Our network to which Your inside wiring is connected that is to say the network demarcation point.

“**roaming charges**” means the charges incurred when a mobile device is used outside of the Country.

“**Service(s)**” means the telecommunications services including but not limited to, where applicable, Fixed Line, Mobile, Internet, Netspeak, Blackberry Internet and/or Data Roaming, Mobile Data and television services, and any add-ons and/or upgrades thereto which We may offer from time to time.

“**service address**” means the address (or subsequent address to which You move) at which the Service is provided.

“**Service Application Form**” means the application form You filled out for the Service and which forms part of this Agreement.

“**service charges**” means Our monthly charges for the provision of the Service to You, generally payable monthly in advance; and excludes usage charges.

“**special installation charges**” means the charges payable by You if We provide special installation services, and We shall agree with You Our charges for such services.

“**Tariff Sheet**” means Our most current published price lists for Services, copies of which are available from our customer service department.

“**Terminating Device**” means either a NID or an ONT.

“**UPS**” means a device which maintains a continuous supply of electric power to connected equipment (e.g. an ONT) by supplying power from a separate source in the event of a power outage.

“**usage charges**” means Our charges for telephone calls including international telephone calls, domestic mobile charges and any other charges not covered by the service charges or the installation charges.

“**We**”, “**Us**” and “**Our**” means Cable and Wireless (Cayman Islands) Limited trading as LIME.

“You and “Your” means the customer named on the Service Application Form.

- 1.2 For the purposes hereof, We and You may be individually referred to as the “Party” or collectively as the “Parties”.
- 1.3 Any undertaking in this Agreement by either Party not to do any act or thing is understood to include an undertaking not to permit anyone else to do that act or thing.
- 1.4 References to a schedule or schedules are to the relevant schedule or schedules to this Agreement including such schedules as are modified from time to time by agreement between the Parties in writing in accordance with the terms of this Agreement.
- 1.5 If a conflict exists among provisions within the Agreement, specific terms will control over general provisions and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

2. OUR AGREEMENT

- 2.1 All applications for Service are subject to credit assessment before We can approve Your request for Service and connect You to the network. If We are not satisfied, in Our sole judgement, of Your creditworthiness We reserve the right to decline to connect You to the network or to provide You with the Service. We do not accept any liability for the consequences of Our declining to connect You to the network or declining to provide the Service to You.
- 2.2 This Agreement between You and Us applies from the time that We approve Your request for Service.
- 2.3 You must also pay a deposit if We ask for one (see Clause 8.8 below).
- 2.4 We will open an account in Your name and We will apply charges incurred by You to Your account. We will also credit any money, which We owe to You to Your account or provide You with a cash refund when appropriate.
- 2.5 We may set a monthly credit limit at Our discretion for usage charges and will advise You of that limit. We may bar You from using the Service if You go over the credit limit.
- 2.6 We may from time to time change these terms and conditions or the charges related to the Service. Where possible in the circumstances, we shall give You reasonable advance notice, of not less than thirty (30) days, of any changes which significantly or adversely affect the Service or Your agreement with Us, or which increase Your charges. We will also post the most current version of these terms and conditions at www.lime.com or other appropriate location. The terms and conditions are also available in Our retail stores. Please check these locations regularly to inform Yourself about changes to the terms and conditions. If You do not agree to any changes made to the terms and conditions which adversely affect the Service or Your agreement with Us or which increase Your charges, You may terminate the Agreement, as regards the affected Service only, by giving Us notice in writing within thirty (30) days of the date of Our notice. If however We do not receive a notice of termination and You continue to use the Service or You pay any amount billed to Your account after the effective date of the change to the terms and conditions or the charges You are deemed to have accepted the changes to the Agreement including the increased charges. Where You terminate Service as provided for in this Clause 2.6 You shall not be liable to pay Us any early termination fees or similar cancellation fees.
- 2.7 You may add to or reduce Services from time to time by contacting Our customer services department. Any upgrade or downgrade in service level or any other change in Services must be effective for a minimum period of one (1) month (or such longer period as we may notify You in writing) before a further change in the same Service may be implemented. The charges applicable to Your changed Services will be as set out in our current Tariff Sheet or as otherwise communicated to You at the time We agree to the change.
- 2.8 This Agreement applies to any further or additional services provided to You unless it is specifically excluded or unless the provision of that service is governed by a separate agreement.

3. MINIMUM PERIOD

- 3.1 This Agreement commences on the date of provision of Service and continues in force for the Minimum Period.
- 3.2 After the expiration of the Minimum Period this Agreement shall automatically renew for successive terms equal to the Minimum Period (“Renewal Period”) unless You give Us written notice no later than thirty (30) days prior to the end of the Minimum Period or a Renewal Period then in effect that You wish to terminate the Service.
- 3.3 If You want to terminate this Agreement prior to the end of the Minimum Period then in effect You must pay Us the appropriate cancellation charge, as well as all usage charges and/or service charges incurred by You up to the date of termination. No cancellation charge is payable if You end this Agreement because any licence which We require to run the network is ended.
- 3.4 We may from time to time have certain promotions or offer bundled services (i.e., more than one Service for one discounted total price) which require customers to have Service for a specified length of time. If You agree to participate in such promotions or sign up for such bundled services, You will not be able to terminate the Agreement on notice until the expiration of that period or You agree to pay the appropriate cancellation charge which may include a repayment of all discounts previously given to You. You agree that You will pay the service charges and usage charges up to the end of the notice period and any roaming or incoming collect call charges within three (3) months after the end of the notice period or until You stop using the Services, whichever is later.
- 3.5 At the end of any Minimum Period during which You enjoyed discounted prices, if the Agreement is not renewed under the same or another minimum service plan, Your Service may be converted to a month-to-month Service plan at a monthly fee that may be higher than Your current rate. If You select a new minimum service plan, the terms of that plan will apply.
- 3.6 We reserve the right to terminate this Agreement during the Minimum Period or any Renewal Period then in effect for the reasons stated in Clause 15.

4. PROVIDING SERVICES

- 4.1 We will make all reasonable efforts to make sure that the Service is always available to You, but the quality and coverage of the Service may vary from place to place, and from time to time due to circumstances or conditions outside Our reasonable control including but not limited to physical obstructions, atmospheric and/or topographical conditions, other causes of radio interference, and faults in other networks not owned by Us but to which Our network is connected. We will not be liable in the event that the Service is affected by reasons beyond Our control resulting in a call and/or the internet connection being interrupted, dropped, refused or curtailed.
- 4.2 You must give Us any information that We reasonably require to process Your application, including any information that We require to verify Your application, and to provide the Service or perform Our responsibilities under this Agreement.
- 4.3 You will not act in any way or do anything, whether knowingly or otherwise, which will impair the operation of the network or any part of it, or put it in jeopardy.
- 4.4 You must follow all reasonable instructions We give You about the Service and Our other facilities.
- 4.5 You must not resell the Service or allow anyone else to resell the Service or utilise the Service or allow anyone else to utilise the Service in any way in which You or anyone else may realise a profit or fee or receive any form of consideration whatsoever for the use of the Service.
- 4.6 You shall not use any procedure for avoiding, evading or reducing payment of Our published charges for the Service as revised from time to time.
- 4.7 You shall not use the Service:
 - 4.7.1 to impair the operation of Our network, the network of any third party or any part of such networks or put such networks in jeopardy; or
 - 4.7.2 for any illegal, fraudulent, immoral, improper or criminal purpose; or
 - 4.7.3 in any manner or for any purpose prohibited by any law, regulation or international convention; or
 - 4.7.4 in any manner which infringes or might infringe the rights of any person including without limitation copyright, trademark or other intellectual property or proprietary rights or confidentiality; or
 - 4.7.5 for avoiding, evading or reducing payment of our published charges as revised from time to time for the Service; or
 - 4.7.6 for the purpose of intimidating, harassing or causing any nuisance, annoyance, or inconvenience to anyone.
- 4.8 We, or Our suppliers, retain title and property rights to equipment provided by Us (excluding equipment sold to You under the Agreement). Upon termination or expiration of the Agreement or the applicable Service, You must surrender and immediately return to Us all and any such equipment provided by Us to You (excluding equipment sold to You under the Agreement).

5. ACCESS

- 5.1 By applying to Us for Service and/or by using the Service, You confirm that You give Us and Our contractors permission or have secured permission for Us and/or Our contractors to:
 - 5.1.1 carry out any work at the service address necessary to enable Us to install, maintain, repair, alter, renew or remove any of Our equipment or any part of Our network;
 - 5.1.2 keep the Terminating Device and the UPS at the service address;
 - 5.1.3 enter the service address if We need to inspect or remove any of Our equipment or any part of Our network. We will always try to give You as much advance notice as possible; and
 - 5.1.4 place and maintain lines under, upon or over the service address or place and maintain poles upon the service address, and trim or cut down any tree upon the service address likely to interfere with the Service or Our network.
- 5.2 You agree not to do anything or allow anything to be done at the service address that may cause damage to or interfere with any of Our equipment or any part of Our network or prevent Our having easy access to Our equipment or network.
- 5.3 You agree to obtain all other consents necessary for Us to carry out any work at the service address.

6. INSTALLATION

- 6.1 We will agree with You in advance on a date for the connection of the Service. We will where possible keep to the connection date but cannot be liable for any loss You may suffer if We fail to meet the date.
- 6.2 To install the network and equipment You agree to give Us access to the service address during Our normal working hours and agree to pay Our standard charges for installation of the Service as exist from time to time. At Your request, We may agree to work outside Our normal working hours, in which case, You will pay Our reasonable charges for doing so.
- 6.3 We may be required to incur additional expenses in order to provide Service to You. In such a case You will be required to pay these charges and will be advised accordingly.
- 6.4 We will cause as little disturbance as reasonably possible when carrying out any work at the service address and agree to repair any damage that We cause at the service address.

7. WARRANTY AND REPRESENTATION

- 7.1 By applying to Us for the Service and or by using the Service You warrant and represent that You (a) are over eighteen (18) years of age; (b) the current occupier of the service address; and (c) either own the property at the service address or where You are a tenant, that You are authorized by Your landlord to apply for, and have the Service provided at the service address.
- 7.2 You further warrant that the Service will be used for Your personal, private purposes and domestic use only and not for business purposes or for trade or commerce. Use of the Service for purposes other than Your personal, private and domestic use is strictly prohibited. Where We discover that the Service is being used for business purposes or for trade or commerce We will charge You business rates for the use of the Service in addition to enforcing Our other rights under this Agreement.
- 8. WHAT AND HOW YOU PAY**
- 8.1 You agree to pay Our charges from time to time for providing the Service to You whether You or someone else uses that service. Bills for all charges will be rendered to You and not Your tenants or anyone else unless specific authority is given in writing by You.
- 8.2 We have a monthly billing period and a bill will be prepared in respect of Your account every month. As agreed between You and Us, or as otherwise stipulated by Us, Your bill will either be mailed to You or made accessible to You via electronic means (email or e-billing) or Our customer portal. For service charges the bill will be for the month to come (i.e. in advance). For usage charges it will be for calls made in the month that has just passed and for any calls made at any earlier time if they have not previously been charged or paid for. We can change the billing period or We may agree with You a different billing period, at Our discretion, and We will inform You in writing thirty (30) days before any changes take effect.
- 8.3 You must pay Your bill by the payment due date stated on the bill. If You do not pay Your bill by the payment due date We can bar Your use of some or all of Our services and charge You interest (as outlined below) on what You owe (plus any applicable reconnection fees). We will charge You interest until You pay in full, all outstanding amounts due to Us. You agree that if You do not pay a bill on time We can say that You have broken this Agreement and We can terminate the Agreement immediately. All of these rights are in addition to any other legal rights We may have against You, which We may also rely upon.
- 8.4 If We give You a discount on Your total monthly fee when You sign up for several bundled Services at the same time and You later cease one of the Services within that bundle, You acknowledge and agree that You thereby lose the benefit of a discounted total monthly fee and that You will thereafter be billed at the regular monthly charges for the remaining Services that You continue to use. Where Your bundled Services were subject to a Minimum Period (as specified on the Service Application Form) You may also be required to pay a cancellation charge, which may include a repayment of all discounts previously given to You.
- 8.5 Enquiries made to international directory information and any other information services both domestic and international shall be charged at the standard rates in force from time to time and will appear on Your monthly bill.
- 8.6 You will not be relieved from making a prompt payment to Us because You have not received a bill showing the amount owed on Your account. You should call Us immediately if You have not received Your monthly bill or cannot access Your account by electronic means or via Our customer portal, to obtain Your current account balance.
- 8.7 We can change the payment terms for any good reason, for instance, if You do not pay Your bill(s) on time or if any payment method used by You is dishonoured Such change will be made in accordance with Clause 2.6.
- 8.8 We can at any time ask You for a deposit (or an extra deposit) at Our discretion. We will keep the deposit as a partial guarantee of payment until the end of this Agreement. We will return it to You when You pay Us all outstanding amounts You owe Us and return all Our equipment loaned to You, or We can use Your deposit to cover anything You owe Us. Additionally, if during the period of this Agreement Your financial circumstance or payment history becomes reasonably unacceptable to Us, then We may require adequate assurance of future payment as a condition of continuing Service.
- 8.9 Charging for calls begins when We receive an answer supervisory signal from the dialled number. Calls will be charged at the rates prevailing at the time of connection of the call. You are responsible for payment for all calls that are answered by fax machines, answering machines and all other forms of equipment, or facilities connected to the dialled number. Even where outgoing international direct dialling service has been barred You are responsible for all charges for incoming international collect calls accepted at the service address. In case of any dispute arising from incoming collect calls the statement of the distant administration will be conclusive evidence that such call was accepted.
- 8.10 If You have any queries about the charges on Your bill You should write to Us within three (3) months of the date of the bill in question letting Us know what charges You are disputing and why. We will make every effort to investigate Your claim within thirty (30) days of receiving Your query. We are not obliged to consider claims that any account is incorrect made after three (3) months have elapsed from the date of the bill in question, but if We agree to do so We may charge a reasonable fee for carrying out such investigation. If following any such investigation, it is found that such an account was in fact incorrect We shall refund You that reasonable fee. While We are investigating Your claim You will be responsible for paying all undisputed charges.
- 8.11 Service will not be disconnected for non-payment of a disputed charge unless We have reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.
- 8.12 If You have agreed to pay Your bill by direct debit or credit card, You authorise Us to alter Your variable direct debit or credit card instruction in accordance with the charges applicable to Your Service(s). We will notify Your bank or card issuer each billing period of the amount due.
- 8.13 As a result of the extra administrative costs incurred by Us when accounts are not paid when due, We may charge You interest on overdue amounts from the due date until receipt of payment by Us at a rate of 1.5% per month.
- 8.14 You must pay Us for all costs and or expenses, including attorney's fees and expenses, incurred directly or indirectly in the collection of any amount, which You owe Us under this Agreement.
- 8.15 You are responsible for payment of any value added tax, sales tax or any other levy or charge imposed by the Government of the Country.

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- 8.16 Where payment is made by cheque, credit card or other instrument, We may charge You a return fee if the cheque, credit card or other instrument is dishonoured.
- 8.17 The Internet Service will allow You to access the Internet, content providers, providers of goods and services, on-line services and other information. You acknowledge and agree that You may incur charges on account of such access or usage through the Internet Service separate and apart from the amounts charged by Us including but not limited to charges for international telephone calls. In addition, You may incur charges as a result of accessing on-line services or purchasing or subscribing to other offerings via the Internet or otherwise. You agree that all such charges including charges for overseas telephone calls and charges payable to third parties, including all applicable taxes, are Your sole responsibility. In addition, You are solely responsible for protecting the security of credit card information provided in connection with such transactions.
- 8.18 You may also opt to receive an electronic bill every month and/or to pay Your bills electronically via Our customer portal. The sign-up procedure and terms and conditions for use of the portal can be found on Our website at www.lime.com.

9. YOUR RESPONSIBILITY FOR CALLS

- 9.1 You are responsible for paying for all calls originating from, and charged calls accepted on, Your mobile device and fixed line regardless of who made or accepted them. If You require a record of the names of persons making, receiving and/ or accepting overseas calls then it is Your responsibility to keep such records. We accept no responsibility for providing such information or records.
- 9.2 You are also responsible for payment of all charges applied to Your account whether or not You used the Service. If Your mobile device and/or SIM Card has been lost or stolen and You have reported this to Us in writing in the manner required under Our Terms and Conditions for Mobile Services You will not be required to pay any charges applied during the period that such mobile device and/or SIM Card was lost or stolen.
- 9.3 Should any default be made for the payment of charges for the Service provided to You in addition to any rights We have in this Agreement, We will be entitled to refuse to furnish similar service thereafter.
- 9.4 We reserve the right to establish the level of credit to be extended to You with respect to charges for overseas calls incurred by You. We also reserve the right to debar You from making overseas calls where You exceed this credit limit.
- 9.5 Outgoing overseas calls may be debarred at Your request on payment of the appropriate fee and monthly charge. Incoming calls cannot be debarred because these are not processed by Us and You remain responsible for all charges for incoming collect calls accepted on Your telephone.
- 9.6 Where You subscribe to Our Netspeak service and You make calls to destinations and numbers outside of Your calling plan such calls will be charged at Our rates in force from time to time.

10. TELEPHONE NUMBERS

- 10.1 You will be assigned a telephone number. We own the telephone number. The telephone number is assigned to Us. You have no property rights in such telephone number and We reserve the right to change Your telephone number. We will write and tell You thirty (30) days in advance, giving You the reason for and the date of change. In emergencies it will be sufficient to give You notice of the change by telephone.

11. TRANSFER OF SERVICE

- 11.1 We will allow transfer of Service to another person upon receipt of Your written consent and the written consent of the other person. Transfer of Service will only be allowed if all charges for the Service have been paid including the costs of overseas calls not yet billed.
- 11.2 If the transferee is not an existing customer, he/she must comply with requirements for new applicants. If the transferee has an outstanding amount due to Us for another service, the transfer will not be allowed until all amounts due to Us are paid in full.

12. LIABILITY

- 12.1 We are only liable to You as set out in this Agreement.
- 12.2 We do not exclude or restrict Our liability for anything which cannot by law be excluded.
- 12.3 Nothing in this Agreement removes or limits Our liability for death or personal injury caused by something We have done or failed to do.
- 12.4 Except as set out in Clause 13.1 and 13.3 Our entire liability to You for any direct loss or damage for something We or anyone who works for Us does or does not do under or in connection with this Agreement, will be limited to the total charges for the Service provided during the month in which such liability arises.
- 12.5 You assume total responsibility and risk for use of the Service. We are not liable to You in any way or under any cause of action for any loss of income or revenue, business, business opportunity, contracts, anticipated savings or profits (whether direct or indirect), wasted expenses, loss of use of money, loss of reputation/goodwill or loss of any use of property, or any other indirect, incidental or consequential loss, whether or not We were aware or should have been aware of the possibility of these losses or damages. In this section "anticipated savings" means any costs which You expected to avoid by using the Service.
- 12.6 Please write and tell Us about any claim within fourteen (14) days of any damage to or loss of property.
- 12.7 We are not liable or responsible for any of the following:

- 12.7.1 Acts or omission of a telecommunications carrier whose facilities are used by Us in establishing connections to points which We do not directly serve.
 - 12.7.2 Defamation or copyright infringement arising from any material (including information, images, video or sounds) transmitted, accessed or received over Our facilities or network or through Our provision of the Services; or the content of any such material.
 - 12.7.3 Infringement of patents arising from combining and/ or using customer-provided facilities with or on Our facilities, equipment or network
 - 12.7.4 Unauthorised third party access to, or alteration, theft or destruction of, Your data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Our network transmission facilities or customer premise equipment.
- 12.8 We will not be liable to You if We are unable to carry out Our duties or if We are unable to provide the Service because of something beyond Our control. Such matters include, but are not limited to, disruption of any international telecommunications cables, links, or facilities of third parties, fire, flood, lightning, extreme weather conditions, failure of power supply, industrial disputes, actions of Government, highway authority or other competent authority, war or acts of terrorism or vandalism, national or local emergency, acts of God, insurrection or civil disorder, compliance by Us with any statutory obligation, acts or omission of persons for whom We are not responsible, including in particular, other telecommunications service providers, or any other cause whether similar or dissimilar outside Our control. Without limiting the provisions of this clause, We are entitled to suspend the Service for so long as the circumstances beyond Our control prevail.
- 12.9 You agree to defend, indemnify and hold Us, Our employees, affiliates and agents harmless from any and all claims, suits, proceedings, investigations, liabilities, judgments, losses, damages, expenses or cost (including costs and fees of Our attorneys, collection agencies and other professional advisors and investigation expenses) that directly or indirectly result from, arise out of or relate to: (i) any violation of this Agreement by You or any other user; (ii) the use of the Service, mobile devices, SIM Cards, Software, Internet or the posting, placement or transmission of any content, software or other materials by You or any user; (iii) infringement or violation of any person's property, contractual or other proprietary rights, including copyright, patent, trade secret and trademark rights; (iv) any activity, omission or use related to Your account; or (v) Your breach of Our Acceptable Use Policy. You also agree to pay Our reasonable attorneys fees and other costs incurred in enforcing this clause 12.9. This Clause 12.9 will still apply after this Agreement has ended where there are proceedings in which it is necessary for You to indemnify Us.

13. MAINTENANCE

- 13.1 We shall provide such maintenance and repair as We reasonably consider necessary to provide the Service.
- 13.2 You must not repair or attempt to repair, interfere with, modify, or adapt any part of Our network, or attempt to restore the Service nor permit anyone else to do so.
- 13.3 We may charge You for Our reasonable costs and expenses for attending to fault reports or in providing maintenance and repairs if the need for such maintenance is due to Your misuse, neglect or damage to Our network, or Your misuse, neglect or damage to a mobile device, or Your failure to reasonably comply with the provisions of this Agreement.

14. WHEN WE MAY SUSPEND OR DISCONNECT THE SERVICE

- 14.1 We may suspend or disconnect the Service without giving You notice in the following situations:
 - 14.1.1 any permit, licence or consent which We may require in order to carry out Our obligations under this Agreement is refused, withdrawn, suspended, or terminates. Should this occur We will give You such notice as is reasonably practicable in the circumstances then prevailing; or
 - 14.1.2 if We need to carry out repairs, maintenance, modification or upgrading to any part of the network; or
 - 14.1.3 if anything beyond our control prevents us from providing the Service (see Clause 4.1); or
 - 14.1.4 if there is an emergency or in order to provide or safeguard service to the emergency services or hospital or other medical services; or
 - 14.1.5 if You do not keep the conditions of this Agreement or any other agreement that You have with Us. We reserve the right to discontinue all services simultaneously by providing You with thirty (30) days notice when any one of several services provided to You has to be disconnected due to non-payment of that portion of Your bill which is not in dispute; or
 - 14.1.6 if You use or permit others to use the Service for purposes of making annoying, offensive or abusive calls and/ or making and sending annoying, offensive or abusive text messages; or
 - 14.1.7 if You exceed Your credit limit; or
 - 14.1.8 if You fail to make payment for the Service when due, or when We request payment; or
 - 14.1.9 if You fail to satisfy Us as to Your creditworthiness at any time; or
 - 14.1.10 if You do anything that damages or puts the network at risk, or if You abuse or threaten Us or any of Our employees; or
 - 14.1.11 if You refuse to give Us the deposit that We ask for (see Clause 8.8 above); or
 - 14.1.12 if We are required to do so by lawful authority; or

- 14.1.13 if We reasonably believe that the Service is being used in a way prohibited by this Agreement or fraudulently; or
- 14.1.14 if We reasonably believe that any telephone, mobile device, accessory or other equipment used in connection with the Service poses a danger to persons or property or interferes with the Service.
- 14.2 You are still liable for all charges during suspension or disconnection (including charges incurred prior to or as a result of suspension or disconnection) unless We otherwise decide on a case by case basis.
- 14.3 We can charge You for reconnecting You to the Service except in the circumstances described at Section 14.1.1, 14.1.2, 14.1.3 and 14.1.4 above. We may also apply different payment terms to You as a condition of reconnecting You. Where Service has been suspended or disconnected for failing to pay for Service and You have not fully paid Your bill up to twenty-eight (28) days from the date of suspension We will end this Agreement and forward Your unpaid account to Our debt collector for collection.

15. WHEN THE AGREEMENT ENDS

- 15.1 You may cancel this Agreement prior to the service commencement date by giving Us written notice. We may charge You Our reasonable expenses for any work that We carried out prior to receipt of Your notice.
- 15.2 We may terminate this Agreement prior to the service commencement date where it proves impossible, by reason of Our construction or network requirements, to install equipment at the service address other than at unreasonable expense, or where You are unable to obtain the necessary permissions. In such circumstances We will refund to You any monies paid to Us by You for provision of the Service in question.
- 15.3 We can terminate this Agreement immediately and without prior notice to You if any of the following happens:
 - 15.3.1 You break any condition or a number of conditions of this Agreement. In the case of minor breaches which are capable of remedy, We will give You notice of the breach and at least seven (7) days in which to remedy the breach before We terminate this Agreement;
 - 15.3.2 You make, or offer to make an arrangement with Your creditors, or You become insolvent, or You commit an act of bankruptcy; or someone brings a petition, receiving order or administration order against You to make You bankrupt. We can also terminate this Agreement if We believe reasonable grounds exist that these things or something similar may happen;
 - 15.3.3 any licence to run Our network is ended;
 - 15.3.4 anything beyond Our control prevents Us from providing the Service for a period of more than sixty (60) consecutive days;
 - 15.3.5 any part of Your declaration on this Agreement or the Service Application Form was not true or not accurate when You made it.
- 15.4 We can also terminate this Agreement by providing You with not less than thirty (30) days notice.
- 15.5 You can terminate this Agreement if:
 - 15.5.1 We break or continue to break Our obligations under this Agreement. In the case of minor breaches which are capable of remedy, You must give Us notice of the breach and at least seven (7) days in which to remedy the breach before You terminate this Agreement;
 - 15.5.2 We make, or offer to make, an arrangement with Our creditors; We commit an act of bankruptcy; someone brings a petition, receiving order or administration order against Us to make Us bankrupt; a resolution to wind Us up is passed or a receiver or administrator is appointed over all or part of Our assets. You can also end this Agreement if You believe reasonable grounds exist that these things or something similar may happen;
 - 15.5.3 any licence to run Our network is ended.
- 15.6 Once the Minimum Period has expired, You can also all outstanding amounts this Agreement by providing Us with not less than thirty (30) days written notice.
- 15.7 You must pay all outstanding amounts You owe on Your account when this Agreement ends. Where You have not settled Your account within thirty (30) days after termination We will forward Your unpaid account to Our debt collector for collection.
- 15.8 After termination it is Your responsibility to cancel any direct debits, standing orders, credit card mandates, or other authorisations You may have given for periodic payments to be made to Us by third parties.
- 15.9 You agree to pay all costs including reasonable attorneys' fees, collection fees, and court costs We incur in enforcing this Agreement.

16. REPORTING FAULTS

- 16.1. If You experience problems in accessing the Service due to a failure on Our part We will use reasonable endeavours to restore the Service as soon as reasonably practicable after You have brought such problems to Our attention by calling our Contact Centre.

17. UNUSUALLY HIGH USAGE OF THE TELEPHONE SERVICE

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- 17.1 In exceptional circumstances, for Your and Our protection, at our sole discretion, We can suspend the Services if the number of calls or charges for calls made by You has increased to such an extent that it appears, in Our reasonable opinion, that the Services are not being used by You in a manner consistent with Your previous use.
- 17.2 We will make reasonable efforts to contact You before We suspend the Services, but We are not liable for any loss You may suffer if We are unable to do so or if We suspend the Services for a reason covered by this Clause 17.
- 17.3 If We suspend the Services, We will not provide it again until You satisfy Us that You are aware of the increase in use of the Services and that You will pay the usage charges relating to such increased usage. We may, in addition, bar You from making international calls and/or premium rated calls if, in Our reasonable opinion, the charges for such calls form a significant proportion of the usage charges.
- We will act reasonably in deciding whether to take any of the actions outlined in this Clause 17.

18. GENERAL

- 18.1 If You telephone Us Your call may be monitored or recorded so that We may manage Your account or the Service.
- 18.2 For Your own protection, You must keep confidential the electronic serial number of Your phone, any lock code(s) associated with Your phone, Your voice mail access number, Your User ID's and passwords and any other personal identification or security codes. You will be solely responsible for all charges made to Your account, and for any loss and damage which You suffer if You fail to comply with this section.
- 18.3 We will send all bills under this Agreement to Your preferred address (whether physical address or email address) stated in the Service Application Form. You must tell Us immediately about any change in this address. We allow forty-eight (48) hours for You to receive bills through the post. You agree that after forty-eight (48) hours We can assume that You have received the bill. We may also make Your bills available via electronic means, example e-billing, or via Our customer portal.
- 18.4 We may sometimes provide notices to You required to be provided under this Agreement by placing a recorded announcement on Our automated messaging service or on Your monthly bill. Notice to You may also be posted on Our website, published in any daily newspaper circulated in the Country, dispatched to Your billing address, sent by SMS message to Your mobile device number, sent by email to Your email address on file with Us, or provided by such other commercially reasonable means by which We may notify You as may be available to Us from time to time.
- 18.5 Any notices that You are required to send Us under this Agreement should be sent to Us at Our registered office.
- 18.6 Any concession or extra time that We allow You only applies to the specific circumstances in which We give it. It does not affect Our rights under this Agreement in any other way.
- 18.7 We may use credit reference agencies to help Us make credit decisions or for fraud protection. You agree that We may register information about You and the conduct of Your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, information about You and the conduct of Your account may be disclosed to debt collection agencies, security agencies, financial organisations or credit reporting agency. We may also use and disclose any personal information You give Us for the purpose of managing Your account and providing the Service, and We may disclose the information to Our contractors, agents and Our associated companies for that purpose.
- 18.8 As part of our sales and marketing activities Our associated companies and Us may call or write to You to give You details of Our other products or services available. We may also disclose Your personal information to research organisations for the purpose of surveying Our customers' opinions about Our services. If You do not wish Us to use Your data for these purposes You must notify Us in writing.
- 18.9 If a section or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any section or condition that is not legally effective with a section or condition of similar meaning that is.
- 18.10 You may not transfer or try to transfer any of Your rights and responsibilities under this Agreement unless We have agreed in writing beforehand. We may transfer any of our rights without Your permission provided that the level of service You now receive is not reduced as a result.
- 18.11 You expressly agree with Us that, except as otherwise stated herein, this Agreement does not give rise to any third party being a third party beneficiary or being entitled to any rights whatsoever hereunder.
- 18.12 Except as otherwise provided for in this Agreement, neither Party may use the other's name, trademark, trade names or other proprietary identifying symbols without the prior written approval of the other Party.
- 18.13 These terms and conditions along with any other documents directly or indirectly made a part of this Agreement, represent the entire agreement between You and Us, which may only be changed as described in this Agreement. This Agreement supersedes all previous terms and conditions between You and Us for the Services and any inconsistent or additional promises made to You by any of Our employees, representatives or agents.
- 18.14 This Agreement will be interpreted under the laws of the Country and any dispute will be settled in the Law Courts of the Country.
- 18.15 In any legal matters between You and Us concerning or related to these terms and conditions, You will accept the presentation of documents produced from microfiche or other electronic means as good and sufficient evidence in any court of law.
- 18.16 By signing the Service Application Form You confirm that You have received a copy of this Agreement and read it and that You clearly understand it. You also confirm that We have not made any representation or commitment which is not set out herein.

SCHEDULE 1 – TERMS AND CONDITIONS OF SALE AND RENTAL OF EQUIPMENT

These terms and conditions shall apply where We sell or rent You any equipment, device (including mobile devices) or other apparatus (collectively referred to in this Schedule as “Equipment”). Operating supplies are not included as part of Equipment.

TERMS AND CONDITIONS OF SALE OF EQUIPMENT

1. DELIVERY

- 1.1 All risks in the Equipment shall pass to You upon delivery. Unless otherwise specified delivery shall be deemed to take place when the Equipment has been delivered to You or to the location specified by You.
- 1.2 All dates and times specified to You for delivery of the Equipment are best estimates only. We shall have no liability for any losses or other expenses sustained or incurred by You as a result of delay. You shall not be entitled to refuse acceptance of the Equipment as a consequence of such delay.

2. TITLE

- 2.1 Until We have been paid in full for the Equipment supplied to You, You shall hold the same in a fiduciary capacity as bailee for Us, and legal and beneficial title to the Equipment shall remain with Us and You shall store it in such a way that it is clearly Our property.

3. SPECIFICATION

- 3.1 We shall use all commercially reasonable endeavours to supply the Equipment in accordance with the specification therefor.
- 3.2 We shall use Our reasonable endeavours to ensure that all technical information, particulars of Equipment and performance specifications and performance descriptions submitted by Us are as accurate as possible, but these are not to be treated as binding or as forming part of this Agreement or part of any contract between You and Us. We shall provide You with any user manual for the Equipment as supplied by the manufacturer.

4. WARRANTY

- 4.1 We will grant to You a warranty consistent with the manufacturer’s warranty. Any Equipment which is found to Our satisfaction to be defective as a result of faulty design, manufacture or workmanship (“defective Equipment”) at the time of delivery to You or within sixty (60) days thereafter will be replaced by Us during that period at no cost. Thereafter We agree that with respect to defective Equipment We will, for up to a period of six (6) months from the service commencement date:

- 4.1.1 repair free of charge the defective Equipment; or
- 4.1.2 replace the defective Equipment with Equipment of an identical type if available or, if an identical type is not available, replace the defective Equipment with the closest type available.

- 4.2 The provisions of clause 4.1 above shall only apply where:

- 4.2.1 Equipment has not been misused, mishandled, overloaded, amended, modified or repaired in any way by You, Your servants or agents, or any other person not authorised by Us for the purposes thereof, or used for any purpose other than that for which it was designed; and
- 4.2.2 You provide Us with proof of purchase of the Equipment from Us; and
- 4.2.3 the manufacturer of the Equipment has provided Us with a warranty of at least twelve (12) months. Should the remaining balance on the manufacturer’s warranty be less than six (6) months, and You comply with clauses 4.2.1 and 4.2.2, We shall provide a warranty equal in duration to the remaining balance on the warranty provided to Us by the manufacturer.

- 4.3 Our obligations under clause 4.1 above shall apply during Our normal working hours.
- 4.4 Any Equipment or component parts of the Equipment replaced by Us pursuant to clause 4.1 of this Schedule shall upon replacement become Our property unless and until title has passed to You in accordance with clause 2.1 of this Schedule.
- 4.5 Save as expressly set out in this Agreement, all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Equipment are expressly excluded from this Agreement.

5. LIABILITY

- 5.1 The express warranty and undertaking given above is the only warranty given by Us and shall be Our entire liability, including liability for negligence, in respect of the sale of the Equipment to You.

TERMS AND CONDITIONS OF RENTAL OF EQUIPMENT

1. DELIVERY

- 1.1 All risks in the Equipment shall pass to You upon delivery. Unless otherwise specified delivery shall be deemed to take place when the Equipment has been delivered to You or to the location specified by You.
- 1.2 All dates and times specified to You for delivery of Equipment are best estimates only. We shall have no liability for any losses or other expenses sustained or incurred by You as a result of delay. You shall not be entitled to refuse acceptance of the Equipment as a consequence of such delay.

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- 1.3 You are responsible for ensuring that after delivery of Equipment, it is not damaged, interfered with, modified, adapted or mistreated by You or by any third party and that it is not repaired by any person other than Us.
- 1.4 You are responsible for the proper use of the Equipment and if any Equipment is damaged, lost or stolen following delivery You must pay Our charges for repairing or replacing such Equipment, except that You will not be liable to pay any sums in respect of repair or replacement as a result of fair wear and tear of Equipment. You shall notify Us immediately of any such damage, loss or theft.
- 1.5 We may request a deposit from You to meet Your obligations under clause 1.4 above.

2. TITLE

- 2.1 Title to the Equipment shall be retained by Us at all times and You may not remove, tamper with or obliterate any identification mark attached to the Equipment showing that it is Our property. On all occasions when the ownership of the Equipment is relevant, You shall make clear to third parties that the same is Our property.
- 2.2 You may not assign or otherwise transfer any Equipment, either temporarily or permanently, to a third party without Our prior consent in writing.
- 2.3 You shall protect the Equipment from any form of distress or execution by any person and shall immediately notify Us if there is any risk or threat of the Equipment being seized or taken out of Your possession or control under any distress, execution or other legal process.

3. SPECIFICATION

- 3.1 We shall use all commercially reasonable endeavours to supply the Equipment in accordance with the specification therefor.
- 3.2 We shall use Our reasonable endeavours to ensure that all technical information, particulars of Equipment and performance specifications and performance descriptions submitted by Us are as accurate as possible, but these are not to be treated as binding or as forming part of this Agreement or part of any contract between You and Us

4. LIABILITY

- 4.1 The express warranty and undertaking given above is the only warranty given by Us and shall be Our entire liability including liability for negligence in respect of the rental of Equipment to You.

5. RETURN OF EQUIPMENT

- 5.1 On termination of the Agreement for whatever reason, You must promptly return to Our offices, or call and make available for collection by Us, Equipment rented from Us. If You do not return such Equipment We will add the value of the Equipment to Your account, which will be forwarded to Our debt collector or Solicitor for collection. You will pay all costs and expenses incurred by Us in seeking and/or enforcing payment for Equipment not returned to Us as aforesaid. For the purposes of this section "Our offices" means our registered office or business offices.

SCHEDULE 2 - SERVICE SPECIFIC TERMS AND CONDITIONS – MOBILE SERVICE

These Service Specific Terms and Conditions together with the General Terms and Conditions and the Terms and Conditions for Sale and Rental of Equipment apply when We provide the Service and/or sell Equipment to You. You are deemed to have accepted these Service Specific Terms and Conditions, the General Terms and Conditions and the Terms and Conditions for Sale and Rental of Equipment when You sign the Service Application Form.

1. DEFINITIONS

1.1 In these Service Specific Terms and Conditions:

“**Account**” means a statement or record on which we register all Your charges or credits

“**Airtime**” means use of Our mobile network in consideration of payment of usage charges.

“**Card**” means the prepaid calling card which You purchase from Us or other authorized agents which will enable You to access the Service, and also includes Airtime purchased via electronic or “TopUp” means.

“**Call Credits**” means the value of the calls remaining on the Card, which is available for use by You.

“**Service**” means the mobile services We provide to You.

“**SIM Card**” means the Subscriber Identity Module used with GSM compatible mobile devices to access the Service.

1.2 The terms “roam” or “roaming” refer to coverage on another carrier’s network that We may make available to You based on Our agreements with other carriers. These agreements may change from time to time and roaming coverage is subject to change without notice.

1.3 Reference should be made to the General Terms and Conditions for any definitions which are not specifically included in these Service Specific Terms and Conditions.

1.4 Where we sell or rent you any equipment for use with the Service, the provisions of Schedule 1 (‘Terms and Conditions of Sale and Rental of Equipment’) shall apply.

2. MOBILE DEVICES NOT PROVIDED BY US

2.1 When You subscribe to the Service but use a mobile device not provided by Us that mobile device must comply with standards to be determined by Us. We can change these compliance standards at any time during Our agreement by providing You with thirty (30)days notice in writing before any changes take effect.

2.2 If You use a mobile device that We did not provide We can only provide the Service to You if We can program Your phone. You agree that it is Your responsibility to give Us all information, which We need to do this, including the manufacturer of the mobile device, and the initialisation and programming instructions for the mobile device. We are under no obligation to obtain this information from the manufacturer or any other source. We cannot guarantee provision of the Service to You when You use a mobile device not supplied by Us.

3. LOST/STOLEN MOBILE DEVICES AND SIM CARDS

3.1 You agree to take adequate precautions to prevent damage to, or unauthorised use or theft of, Your mobile device and the SIM Card.

3.2 If Your mobile device and/or SIM Card is lost, stolen or damaged, You must call our Contact Centre immediately and We will bar the mobile device from making or receiving any calls. You must confirm Your report in writing within fourteen (14) days. If the mobile device/SIM Card is subsequently recovered You must request in writing that We lift the bar on Your service. Where We provide You pre-paid Service We may require Your completed registration form or Service Application Form and proof of identity to effect these changes. In any event, You are responsible for paying all charges resulting from use of the mobile device and/or SIM Card until You notify Us in writing of its loss, theft or damage, or provide Us with other conclusive proof that You notified us verbally (example, a reference number or the name of the person You spoke with and the date of your notification)

4. PROVIDING SERVICES

4.1 Wireless systems use radio channels to transmit voice and data communications over a complex radio network. Your mobile device may contain sensitive or personal information. We will make all reasonable efforts to ensure privacy while using a mobile device, however mobile telephone calls may be intercepted and so, while complete privacy is likely, it cannot be guaranteed, and We will not be liable to You for any lack of privacy which You may experience while using the Service.

4.2 We are not responsible for any information on Your device, including sensitive or personal information. If possible, You should remove or otherwise safeguard any sensitive or personal information when Your device is out of Your possession or control, including, but not limited to, relinquishing, exchanging, returning or recycling Your device. By submitting Your phone to Us, You agree that Our employees, contractors or vendors may access all of the information on Your device.

4.3 We will provide the Service to You as long as You agree not to use the Service or allow anyone else to use the Service:

4.3.1 for sending any communication (text and/or voice, still and or video photographs or images) which is of an offensive, abusive, indecent, obscene or threatening nature or let anyone else use the Service for any of these purposes; or

4.3.2 to make calls, send text messages and/or send still and or video photographs or images, or allow others to use the Service to make calls, send text messages, and/or send still and or video photographs or images that cause any nuisance, annoyance, or inconvenience to anyone; or

4.3.3 to attach any other device to the mobile device, or use any procedure to avoid, evade or reduce payment of Our charges or let anyone else do so; or

4.3.4 to attach to a mobile device or Our property any electrical or mechanical device without Our written consent.

4.4 Your ability to receive roaming coverage depends on the radio transmissions Your mobile device can pick up and the availability of roaming coverage. We make no guarantee that roaming coverage will be available. Roaming coverage may exist both within and outside Our network coverage areas. Your phone will generally indicate when You are roaming. Depending on Your Services, separate charges or limits on the amount of minutes used while roaming may apply. Certain Services may not be available or work the same when roaming (including data services, voicemail, call waiting, etc.).

4.5 You must only use mobile devices, SIM Cards and accessories that have been approved by Us for use with the network, and must follow relevant laws, regulations and rules that apply to use of the Service and the network.

5. SIM CARDS

5.1 GSM compatible mobile devices only work with a SIM Card. This card contains a microchip that identifies You to Our network. It stores information about Your device number, service and registration and provides the memory for Your phone book and stored messages. For Your security You should add a personal security code to Your SIM Card to prevent unauthorised use of Your device. The Service will not work without the SIM Card so You must keep it with You at all times.

5.2 You shall use the SIM Card provided to You only to access Our network and Our services. You acknowledge that we have configured the SIM Card such that it is barred from use with any other provider's network or service. The SIM Card is locked to Our network. You shall not unlock the SIM Card or allow any third party to unlock the SIM Card without Our prior written consent. If You attempt to use Your SIM Card with any third party network or services, or in any way not expressly authorised by Us, this may result in Your service being permanently blocked; in which case the SIM Card must immediately be returned to Us. We accept no responsibility for Your service being blocked in this way.

5.3 You acknowledge and agree that the SIM Card remains Our property and You must keep the SIM Card safe and in good condition while it is in Your possession. Any loss of or damage to the SIM Card, other than through fair wear and tear, is Your responsibility and, in the event of loss or damage, You will be required to pay for a replacement SIM Card. A replacement fee will not be charged in the event that a SIM Card is faulty or defective and returned to Us within the applicable warranty period. Any replacement SIM Card will also remain Our property.

5.4 You agree not to interfere with the SIM Card for any reason.

5.5 At Our request, and/or on termination of Your agreement with Us, You shall return the SIM Card to Us or anyone acting on Our behalf, as per our instructions.

6. PRE PAID SERVICE – THE CARD AND CALL CREDITS

6.1 Call Credits are valid for a prescribed number of days from the day that the Card is activated. Call Credits not used within the prescribed periods expire at the end of the particular period.

6.2 If You add additional Call Credits to Your Account while it is active, Your Account is extended for an additional number of days from the latest top-up date.

6.3 You must in any event top-up Your account within the grace period prescribed for the last Card activated on the Account. If You do not do so You will lose the telephone number assigned to You and You must obtain a new telephone number from Us by paying Us the charges set out in Our current price list for assigning You a new telephone number.

6.4 Call Credits are not refundable or redeemable for cash and, unless specifically stipulated by LIME in specific circumstances, they cannot be transferred to anyone else.

7. CHARGES FOR PRE-PAID SERVICE

7.1 You pre-pay for the Service by topping-up Your Account with Us. You do this by purchasing additional Cards or via electronic or self "TopUp" systems. Your pre-payments are not repayable by Us nor is interest payable on any credit You have with Us. Each time the Service is used by You (or by someone else using the Equipment), the Call Credits You have purchased are reduced in accordance with the usage charges. You agree that Our records determine how much Your account is topped-up and the rate of use of the Service.

7.2 In the event that usage charges are not applied in real time and We subsequently become aware of such use of the Service We shall subtract the usage charges from Your Account at such later time

7.3 You agree to pay Our rental charges if You rent Equipment from us.

7.4 You agree to pay Our reactivation charge, as set out in our current price list, if You reactivate the Service in accordance with Clause 7.3 above.

8. INACTIVE PRE PAID ACCOUNTS

8.1 If We provide You a pre-paid Service, We may terminate the Service without prior notice if the Account maintains a zero balance beyond the end of the grace period prescribed for the last Card or Top-Up activated on the Account.

8.2 Where the Service is suspended or disconnected we are not obliged to refund any additional pre-paid Call Credits held on Your Account.

9. ACCEPTABLE USE POLICY

9.1 You must comply with the terms of the Acceptable Use Policy (as amended from time to time) which is posted on Our website at www.lime.com, which is incorporated herein by reference and by which You agree to be bound.

SCHEDULE 3 - SERVICE SPECIFIC TERMS AND CONDITIONS – BROADBAND INTERNET SERVICE

These Service Specific Terms and Conditions together with the General Terms and Conditions apply when We provide Service to You. You are deemed to have accepted these Service Specific Terms and Conditions and the General Terms and Conditions when You sign the Service Application Form.

1. DEFINITIONS

1.1 In these Service Specific Terms and Conditions:

ADSL means Asymmetric Digital Subscription Line.

content means all information, applications, data, text, images, video, graphics, sound, music, photographs, software, postings, messages, or other materials including links to other sites which are accessible and available through the Service.

Customer Equipment means the equipment provided by You to access the Service which includes but is not limited to a telephone line, a personal computer, an interfacing device, a Service-compatible modem and an appropriate operating system.

Dialup Internet Access service means an Internet access service that provides an on-demand connection from the Customer's premise to the Internet via a standard analog or ISDN (digital) phone line and LIME's domestic and international Internet networks.

DSLAM means Digital Subscriber Line Access Multiplexer that allows telephone lines to make faster connections to the Internet. It is a network device, located near the customer's location, that connects multiple customer ADSL to Our high-speed Internet backbone line using multiplexing techniques.

equipment means any line, or other telecommunications apparatus, or any physical component of Our network and other equipment supplied by Us to You for the provision of the Service.

Internet means the combination of computers and computer networks that are owned and operated by a variety of entities and which are generally known collectively as "the Internet".

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

PSTN means the Public Switched Telephone Network.

Service means any Internet access service from time to time requested by, and provided to, the Customer pursuant to this Agreement. The Service includes broadband access via ADSL but does not include Dialup Internet Access service. The Service also does not include voice telephony services over the PSTN.

Software means any computer software owned by Us or third parties that We may provide to You in connection with the Service, that relates to Your use of the Service or that enables the Service to function.

1.2 Reference should be made to the General Terms and Conditions for any definitions which are not specifically included in these Service Specific Terms and Conditions.

2. CUSTOMER EQUIPMENT

2.1 You shall provide all Customer Equipment necessary to use the Service and We have no obligation to provide, maintain or service Customer Equipment.

2.2 The current minimum technical and other requirements for Customer Equipment (including, without limitation, required computer hardware) to be used in connection with the Service are available from Us and such minimum requirements may be revised by Us from time to time at Our sole discretion. It is Your responsibility to ensure that You have the appropriate equipment to connect to and use the Service and We accept no responsibility if the Service cannot be accessed or used (temporarily or otherwise) as a result of inappropriate or defective equipment provided by You.

2.3 If You proceed with the installation of or use of the Service utilizing Customer Equipment that does not meet the minimum requirements (a "Non-Recommended Configuration"), You understand and agree that that We do not warrant that such Non-Recommended Configuration will allow You to successfully install, access, operate, or use the Service. You further acknowledge that any such installation, access, operation or use could cause damage to Customer Equipment, including, without limitation, Your computer, peripherals, software or data. We accept no liability whatsoever for any such failure or damage. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.

2.4 You are solely responsible for obtaining, installing, configuring and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may be necessary to access the Service and to operate Your computer. You understand that bandwidth is provided on a per-line basis, and that the speed and bandwidth available to each computer or device connected to the network will vary depending upon the number, types and configuration of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files etc.) network or internet congestion, and/or the condition of Your telephone line, distance to the roadside cabinet or telephone exchange and the wiring inside Your location, among other factors.

2.5 The bandwidth of Our Service is based on the port speed provided to You at the DSLAM or telephone exchange, however as detailed in Clause 2.4 the level of throughput may vary based on the factors defined.

2.6 You understand and agree that before We can connect You to the Service or before You can use the Service that We need to configure Your modem. In order to configure Your modem We will need to have remote access to such modem and send information to and obtain

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information from such modem. We do not share any information collected for the purpose of modem configuration. You agree that We can also reconfigure or upgrade this modem from time to time to maintain the safety of Our network.

2.7 No advice or information given by Our employees, agents or contractors (including with respect to any equipment that may be recommended for purchase and/or use with the Service) will create a warranty and in the event that Our employees respond to requests for advice with respect to, inter alia, network, PC or laptop configuration You shall indemnify Us in accordance with the provisions of this Agreement.

2.8 Where we sell or rent you any equipment for use with the Service, the provisions of Schedule 1 ("Terms and Conditions of Sale and Rental of Equipment") shall apply.

3. IP ADDRESS

3.1 All packages for the Service come with a dynamic IP Address. You may however purchase a static IP Address at the rates in force from time to time but You are limited to one (1) static IP Address for each account or package.

4. SERVICE ACCEPTANCE

4.1 We will notify You of the date that the Service will commence. In the event that Your Customer Equipment and/or facilities are not installed, operational or otherwise available for use by such date that will not be grounds for the Service not being accepted by You.

5. PROVISION OF SERVICE

5.1 You acknowledge and agree to all of the following:

5.1.1 We can only provide the Service in areas of the Country in which We are technically able from time to time

5.1.2 In order to receive the Service You must also subscribe to Our fixed line telephone service and pay the separate charges applicable to that telephone service. Connection to the Service is dependent on maintenance of Your fixed line telephone service with Us. Charges for the Service are in addition to the charges for the fixed line telephone service.

5.1.3 We will use all reasonable endeavours to provide the Service to You at the access rate You choose. We quote maximum speeds subject to network capacity. They are based on Our technology, and Yours, working at optimum speeds. In practice factors like the speed a website can support, the amount of traffic accessing it, and content caching, can cause speeds to vary. You understand and agree that the speed You actually get can vary depending on the quality of Your line, how far You live from the telephone exchange, the wiring in Your house, network congestion, the weather and other conditions. This is the same for all Internet providers.

5.1.4 The Internet is made up of many interconnected networks and therefore We can make no warranties regarding the performance, reliability or integrity of these networks. You further acknowledge and agree that it is technically impracticable to provide a fault free service and that We do not undertake to do so.

5.2 Each Service provides access to the Internet only for the Customer's use; it does not include any usage of the Internet nor does it include any third party charges therefore .

5.3 We do not warrant that the Service or Software will be uninterrupted, error free, meet Your requirements or provide any security or privacy for any computer network or any data, or that the information available and/or accessed through the Service shall be accurate, correct, appropriate for any person's needs, free from viruses, other disabling codes or harmful elements, or that such information shall not infringe upon any proprietary or other rights of others. The use of the Internet, any information available and/or accessed through the Internet, any domain name and any security features provided for the Service shall be at Your sole risk. Other than any express warranties contained in this Agreement to extent permitted by applicable law We disclaim all warranties either express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, or year/ date accuracy. We make no warranty or representation, either express or implied, including, without limitation, as to the fitness, quality, suitability, merchantability, title, non-infringement or performance of Software, it being agreed that the Service and any such Software are being supplied "as is".

5.4 Under no circumstances will We or Our affiliates be liable for any indirect, incidental, special, punitive or consequential damages that result from Your or Your users' use of or inability to access any part of the Internet or reliance on or use of information, services or merchandise provided on or through the Service, or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, corrupted files or viruses, delays in operation, or transmission, or any failure of performance.

6. USE OF SERVICE

6.1 We will provide the Service to You as long as You agree not to use the Service or allow anyone else to use the Service:

6.1.1 to make, send, transmit, post, disseminate or otherwise distribute, knowingly receive, upload, download, use or reuse any information, statement, image or communication which is or might be defamatory, libellous, slanderous, obscene, abusive, offensive, menacing, threatening, immoral, profane, indecent; or

6.1.2 to access, alter, destroy, steal, store, transmit and/or re-transmit any information data or software of any person by any illegal or fraudulent means or device or with malicious intent, or to attempt or to procure or assist any third party so to do; or

6.1.3 to send or encourage the sending of any unsolicited advertising or promotional material or to engage in any spamming activity; or

6.1.4 to transmit any virus, worm, trojan horse or other harmful material; or

6.1.5 to post or send messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "List"); or

6.1.6 to post or send messages, articles, or other content to a List which are off-topic according to the charter or other owner-published FAQs or descriptions of the List; or

6.1.7 for high volume purposes, or exceed any bandwidth usage limitations that We may establish from time to time for the Service;
or

6.1.8 to host any type of server whether personal or commercial in nature.

6.2 The Service is offered subject to the availability of the necessary facilities. You may not permit any third party to use the Service or the Software. You must not allow the Service to be used, modified or adapted to transmit voice on Our public telecommunications system or that of any foreign telecommunications provider, and You must not connect to the PSTN at either the local or the distant end. You must comply with any instructions given by Us, any applicable Internet instructions, rules, and regulations concerning the use of the Service, Software, and the Internet, as such instructions, rules, and regulations may change from time to time, and You must only use the Service in full compliance with any applicable local laws. Although We may configure the Service so as to provide some security features, You are solely responsible for providing for any security or privacy that You may desire for Your computer network and any data stored on that network or accessed through the Service. You acknowledge and assume all liabilities relating to, and risks associated with, unauthorized access by a third party via the Service to such computer network and data.

6.3 This Agreement is not a license for You to copy, reproduce, distribute, or otherwise use any proprietary information provided or accessible through the Service.

6.4 We may (at Our discretion), and by using the Service You acknowledge and agree that We may, monitor Your use of the Service and Your traffic, at any time, for compliance with our terms, conditions or usage policies (or any related purposes).

7. ACCEPTABLE USE POLICY

7.1 You must comply with the terms of the Acceptable Use Policy (as amended from time to time) which is posted on Our website at www.lime.com, which is incorporated herein by reference and by which You agree to be bound.

8. SOFTWARE

8.1 If We provide Software You must use the Software only with the Service and You (i) must not reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (ii) use the Software for any purpose other than as set forth in this clause. You are not granted any title or rights of ownership in the Software.

8.2 If a license agreement accompanies the Software provided by Us, whether such software is owned by Us or third party supplier(s) You must abide by the terms of that license agreement.

8.3 We have no obligations or liabilities whatsoever in connection with any third party software, whether such third party software is used in connection with the Service or is used independent of the Service. You agree to look exclusively to the third party software supplier(s) with respect to all matters relating to its software.

9. USER ID and PASSWORD

9.1 We will provide You with a User ID and password. You should immediately change Your password when received. You are responsible for all charges incurred against Your User ID.

9.2 If the password is lost or stolen, You must immediately notify Us by calling our Contact Centre and confirm such notice in writing. Upon receipt of verbal notice, We will make every effort to cancel the lost or stolen password as soon as is reasonably possible under all the circumstances. You are responsible for all charges incurred against the password prior to cancellation by Us.

9.3 We reserve the right to change Your password at any time subject to notice being given to You as is reasonable under the circumstances then prevailing.

9.4 We reserve the right to cancel Your Password or deny You access to the Service without notice in the event that We become aware of any breach of Clause 6 by You or by anyone who obtains access to the Service as a result of Your act or omission.

10. CONTENT

10.1 You understand and agree that all content available through the Internet is the sole responsibility of the person from whom such content originated. We do not control the content accessed via the Service and as such do not guarantee the accuracy, integrity or quality of such content.

10.2 You understand and agree that by using the Service You may be exposed to content that may be offensive, indecent, sexually explicit, objectionable, or that may violate local laws, rules or regulations and that under no circumstances will We be liable in any way for any claims, losses, actions, damages, suits, proceedings, or any damages relating to any content, including, but not limited to, any errors or omissions in any content or access to such content by You or others, or incurred as a result of the use of any content posted, or otherwise transmitted via the Service.

10.3 You understand and agree that by using the Service You may have come across copyrighted material (including but not limited to music and movies). You agree that only the copyright holder of copyrighted material has the right to produce, reproduce, exhibit, transmit, publish, distribute, broadcast his work or any part of it, and authorize anyone else to do so. You agree therefore not to reproduce, download, exhibit, transmit, distribute copies of, receive copies of, publicly perform or display creative works other than Your own creative work or creative work in which You are the copyright holder or where permission has been granted to You by the copyright holder or their authorized agents. We reserve the right to terminate Your use of the Service in the event of a breach of this Clause by You or someone else who uses Your Service.

SCHEDULE 4 - SERVICE SPECIFIC TERMS AND CONDITIONS – BLACKBERRY SERVICE

These Service Specific Terms and Conditions together with the General Terms and Conditions and the Service Specific Terms and Conditions for Mobile Services apply when We provide Service to You. You are deemed to have accepted these Service Specific Terms and Conditions, the Service Specific Terms and Conditions for Mobile Services and the General Terms and Conditions when You sign the Service Application Form.

1. DEFINITIONS

1.1 In these Service Specific Terms and Conditions:

"Attachment Opener Service Software" means the service, which enables email attachments to be opened and viewed on the BlackBerry Handheld, and/or sent to a facsimile machine.

"BES" means BlackBerry Enterprise Server.

"BES Software" means the software known as the BlackBerry Enterprise Server Software and which forms part of the End-User Licensed Software for the purposes of this Agreement.

"BIS" means the BlackBerry Internet Service, which the end user has on their BlackBerry Handheld to access their personal emails.

"Blackberry APN" means the Blackberry Access Point Name which is used for emails, messaging and browsing the web.

"BlackBerry email address" means the email address on the BlackBerry Handheld with BIS service, e.g., user@cw.blackberry.net.

"BlackBerry Handheld" or **"Handheld"** means the proprietary wireless communications handheld device manufactured by Research in Motion Limited, incorporating a SIM card, to which Your Server forwards emails from Your corporate email server (for BES customers) and from which the user can access, read and respond to, or initiate emails, via the Internet and the Service, and by means of which the user can also send and receive SMS text messages.

"Disconnection Notice" means a notice to disconnect one or more SIM Cards, using the Disconnection Notice form as made available to You by Us at Your request or in a form as otherwise agreed by Us.

"End-User Licensed Software" means any software, the licence terms for which are governed by a separate agreement with the licensor of such software typically by means of a "click-wrap" or "shrink-wrap" licence agreement.

"First Line Support" means Your IT Helpdesk which shall be Your and Your employees' first point of contact in the event You or Your employees have a query or problem with a BlackBerry Handheld device or the Service.

"Internet" means the global information system consisting of a large number of interconnected computer networks that communicates through the use of TCP/IP network protocols; commonly referred to as the World Wide Web.

"IMAP" means Internet Message Access Protocol a standard protocol for accessing e-mail from Your local server. IMAP is a client/server protocol in which e-mail is received and held for You by Your Internet server. You can view just the heading and the sender of the mail and then decide whether to download the mail. You can also create and manipulate folders or mailboxes on the server, delete messages.

"Mobile Data" means Our GPRS (General Packet Radio Service) or EDGE (Enhanced Data Rates for GSM Evolution) services, or any other mobile data transfer technology that We may introduce from time to time, as the case may be.

"POP3" means the Post Office Protocol version 3, a protocol that provides a simple, standardized way for users to access mailboxes and download messages to their computers.

"Server" means Your server on which the BES Software and Attachment Opener Service Software will operate.

"Server Specifications" means the specifications of the computer which You will use as the Server, including any specific Software requirements necessary for the Service.

"Service" or **"Blackberry Service"** means the Blackberry data services We provide to You as per the terms and conditions contained herein, and includes the Blackberry data roaming service (currently referred to as "Blackberry Passport") specified in Clause 5 of this Schedule 4.

"Termination Fee" means the sum of the Service Charges for the period from the date of disconnection of a SIM Card to the end of the minimum contract period in respect of that SIM Card, and any charges associated with Your liability in respect of the minimum contract period for the Service.

1.2 Reference should be made to the General Terms and Conditions and the Service Specific Terms and Conditions for Mobile Services for any definitions which are not specifically included in these Service Specific Terms and Conditions.

2. PROVISION OF SERVICE

2.1 We will provide You with the Service using Our Mobile Data network and provision Your SIM Card accordingly. You must be aware that We are responsible for only certain elements of the network that is used to supply You with the Service and We will only be liable for failure to operate those elements of that network in accordance with these terms and conditions.

2.2 You understand and agree the BlackBerry Service and Blackberry data roaming service require a mobile service and that You will be required to subscribe to Our post paid or prepaid mobile service if You do not have an existing mobile service with Us. Voice calls and text messages (SMS) made with the BlackBerry Handheld will be subject to the rates, terms and conditions of Our post paid or prepaid mobile service. Charges for the BlackBerry Service are in addition to the charges for the post paid or prepaid mobile service.

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- 2.3 In order to use the Service You must purchase a BlackBerry Handheld, sign the Service Application Form and thereby agree to pay the applicable charges.
- 2.4 You must use the Service with the BlackBerry Handheld. You agree to be bound by these terms and conditions for the minimum contract period specified on the Service Application Form. SIM Cards are provided for use with the Service, subject to separate minimum twelve-month contract periods. Provision of Service is subject to the BlackBerry End User / Software Licence Agreement which is provided to You with the BlackBerry Handheld.
- 2.5 We will provide You with Mobile Data usage at the amounts and for the prices set out on the Service Application Form. The Service cannot be combined with any of Our other Mobile Data service plans
- 2.6 You acknowledge that the provision of telephone airtime is subject to the geographic extent of airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the airtime in terms of line clarity and call interference.
- 2.7 Usage and monthly fees will be charged as specified in Your Service Application Form. Prices do not include taxes or other fees which may be exempted from time to time by Us and are subject to change. You are responsible for the payment of all charges for the Service, including but not limited to access charges, and charges for service features.
- 2.8 The BlackBerry Handheld includes encryption software that is subject to certain legal restrictions that restrict the export, import and use of the BlackBerry Handheld and associated software in accordance with certain legal agreements that We have entered into. You are not permitted to roam to any country with the Blackberry Handheld unless advised by Us from time to time that such roaming is permitted to that country. Access to the Service outside of the Country is subject to the availability of roaming agreements with other networks and You shall indemnify Us for any loss or damage suffered by Us in the event that You use the Service in breach of this provision. The availability of roaming is constantly expanding and an up to date list of countries where roaming is available can be seen on the Internet at www.lime.com .
- 2.9 We will give You notice of the end-of-life of a particular product supplied by Us to You within thirty (30) days of (i) when We are notified in writing from Our third party supplier that such products have reached their end-of-life or (ii) when Our agreement with Our third party supplier comes to an end. You understand and agree that Our third party supplier shall have no obligation to provide support for such product for more than twelve (12) months following delivery of a notice of the end-of-life of a particular product.
- 2.10 With the BIS Service You will have one (1) email address on the BlackBerry Handheld (e.g. user@cw.blackberry.net) and can also add up to nine (9) more (ten (10) in total) personal email accounts on the BlackBerry Handheld. Personal email accounts must have a POP3 or IMAP email service delivery.
- 2.11 You will have a mailbox size of a maximum of twenty-five (25) MB of memory on the BlackBerry Handheld.
- 2.12 The system will automatically manage the default BlackBerry mailbox (e.g. user@cw.blackberry.net) and delete messages on the BlackBerry Handheld after thirty (30) days. Emails from the user's personal email accounts will remain on the customer's personal mailbox.
- 2.13 Messages older than thirty (30) days will be reply/forwarded complete with original message and attachments. Messages older than thirty (30) days will be reply/forwarded with the message content resident on the BlackBerry
- 2.14 If You attempt to forward a message from Your default BlackBerry mailbox that is older than thirty (30) days, You will be successful (after the second attempt), but only the message content resident on the BlackBerry Handheld can be delivered. An attempt to do a "more all" request or to open an attachment older than thirty (30) days will be unsuccessful.
- 2.15 You are responsible for creating Your own BlackBerry Handheld email account by accessing a specific URL using a web browser. Setup instructions are contained in the box containing the Blackberry Handheld device and are also available on Our website. You are also responsible for setting up Your additional personal email accounts, and for making any changes to Your account. You may contact Our Customer Contact Centre to request assistance with setting up the email accounts on the BlackBerry Handheld.
- 2.16 Use of Your BlackBerry Handheld as a modem, or with third party applications, is not included with the Service. You will be billed separately, in keeping with Our then current rates, for any such use (s).
- 2.17 The Service does not include use of third party applications, video or audio streaming, using the Internet in a non-Blackberry Handheld device or tethering the BlackBerry Handheld to a computer. In short, nothing other than Blackberry APN traffic is included in the Plan. The BlackBerry APN is used for emails, messaging and browsing the web.
- 2.18 In the event that You apply for Service with an effective date which is not the first of a month, the charges for the first month will be prorated accordingly.

3. IF YOU ARE A BES CUSTOMER

- 3.1 You are responsible for:
- 3.1.1 procuring and commissioning the Server in accordance with the Server Specifications;
 - 3.1.2 installing the BES Software;
 - 3.1.3 installing the Attachment Opener Service Software;
 - 3.1.4 provision of suitably qualified IT personnel who have a full working knowledge of the Customer's corporate email system and firewalls;
 - 3.1.5 configuration of the BES Software for each BlackBerry Handheld device;
 - 3.1.6 ensuring that any staff who will provide First Line Support have received the training, which We will provide;
 - 3.1.7 provision of First Line Support for BlackBerry Handheld device users; and

- 3.1.8 provision of any necessary training for BlackBerry Handheld device users.
- 3.2 The BES Software is loaded onto the Server and is intended to support a maximum of 500 BlackBerry Handheld device users. However in certain circumstances, dependent upon Your IT infrastructure, You may require multiple Servers each with BES Software and fewer than 500 BlackBerry Handheld device users attached to an individual Server. You agree to introduce additional Servers to ensure that the number of BlackBerry Handheld device users attached to an individual Server does not exceed 500. We shall have no liability whatsoever in respect of Your inability to properly communicate with any BlackBerry Handheld device resulting from You exceeding 500 BlackBerry Handheld device users on a single Server.
- 3.3 You agree to enter into any agreement reasonably required by the owner of the copyright in, or the licensor of, any End-User Licensed Software and/or associated documentation, to protect the owner's interest in that End-User Licensed Software.
- 3.4 You may give a Disconnection Notice in respect of a SIM Card at any time. Upon receipt of a Disconnection Notice, We will disconnect the relevant SIM Card or SIM Cards from the Services in accordance with the Disconnection Notice upon the expiry of thirty (30) days from the date of the Disconnection Notice.
- 3.5 In the event that You give a Disconnection Notice to take effect (and resulting in SIM Card disconnections) prior to the expiry of the minimum contract period for the particular SIM Card concerned, You will pay Us any applicable Termination Fee.
- 3.6 You agree to deactivate any lost, stolen or replaced BlackBerry Handheld devices from the Server.
- 3.7 You will take all reasonable steps to ensure that all of Your BlackBerry Handheld device users invoke password protection on their BlackBerry Handheld devices. We shall not be liable for any losses whatsoever or howsoever occurring as a result of a BlackBerry Handheld device user failing to invoke adequate password protection. You should note, and inform Your users, that text messages as well as emails are retained on a BlackBerry Handheld device even when it is turned off or the SIM Card is removed from it.
- 3.8 You agree that You are procuring the SIM Cards and BlackBerry Handheld devices and the Service solely for Your own use and furthermore that You will not resell or otherwise act as any form of distributor in respect of the SIM Cards, the BlackBerry Handheld devices, the BES Software or the Service.
- 3.9 You must obtain one of the BES Software Licences, and one or more of the appropriate client access licences in order to obtain the Service. You may, as an option, subscribe to one of the BlackBerry software upgrade programs.

4. IF YOU ARE A BIS CUSTOMER

- 4.1 You do not require a BlackBerry Enterprise Server or need to purchase client access licences (CAL). All You need is a postpaid mobile plan and a BlackBerry Handheld.
- 4.2 With BIS, You will have one email address on the BlackBerry Handheld (e.g. user@cw.blackberry.net) and can also add up to 10 personal email accounts on the Handheld. Personal email accounts must have POP3 or IMAP email service delivery.
- 4.3 You will have a mailbox size of 25MB memory on the BlackBerry Handheld.
- 4.4 The system will automatically manage the default BlackBerry mailbox (e.g. user@cw.blackberry.net) and delete messages on the BlackBerry Handheld after 30 days. Emails from the user's personal email accounts will remain on the customer's personal mailbox. Messages older than 30 days will be reply/forwarded complete with original message and attachments. Messages older than 30 days will be reply/forwarded with the message content resident on the Handheld.
- 4.5 You are responsible for creating Your own BlackBerry Handheld email account by accessing a specific URL using a web browser. Setup instructions are contained in the Handheld device box and are also available on the website. You are also responsible for setting up Your additional personal email accounts, and for making any changes to Your account. You may contact Our Internet Helpdesk to request assistance with setting up Your BIS email accounts on the BlackBerry Handheld.

5. ADDITIONAL TERMS IF YOU ARE A BLACKBERRY DATA ROAMING PLAN CUSTOMER

- 5.1 The data roaming service is only available to customers on unlimited local data usage plans. Customers that are on limited-use types of plans, such as BlackBerry Lite, are therefore not eligible to apply for the data roaming service, unless they upgrade to a local unlimited data usage plan.
- 5.2 We will provide You with data roaming service, which will include roaming for email and browsing using the BlackBerry APN (used for emails, messaging and browsing the web), for the price set out on the Service Application Form, subject to the terms and conditions herein.
- 5.3 To be eligible to subscribe to the data roaming service plan (the "Plan"), You must subscribe to a BlackBerry service that provides unlimited local data usage. You agree to subscribe to the Plan for the term set out on the Service Application Form. Each term will automatically renew unless You terminate the Service by giving Us thirty (30) days prior notice in writing.
- 5.4 You agree to pay a Change Administration Fee, as set out on the Service Application Form, during any current term, should You (1) terminate Your data roaming service plan, or (2) re-apply for the data roaming service plan having earlier terminated it or switched price plans. This fee does not apply on first-time initial sign-up.
- 5.5 You acknowledge and agree that the data roaming service is subject to a fair usage policy in relation to data usage. Data usage refers to data used through the BlackBerry APN which is used for emails, messaging and browsing the web. You acknowledge and agree that "fair usage" as used in this paragraph shall mean 100MB or less per month per user for data usage. We reserve the right to monitor the volume of Your data usage, and to apply such charges as are applicable outside of this Data roaming service plan for such excess in usage, and/or to withdraw the data roaming service plan if You grossly overuse or abuse the Plan as determined by Us in Our sole discretion.

6. YOUR OBLIGATIONS

- 6.1 Throughout the term of this Agreement You shall:

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- 6.1.1 comply with all statutory requirements in relation to the use of the Service;
- 6.1.2 use the BlackBerry Handheld in accordance with any user guide or other reasonable instructions of the manufacturers and/or suppliers of the same or any reasonable instructions issued by Us to You;
- 6.1.3 ensure that You take due regard of any written technical advice provided by Us in respect of transmission of emails to/ via the Internet;
- 6.1.4 comply with the terms of the Acceptable Use Policy (as amended from time to time) which is posted on Our website at www.lime.com, which is incorporated herein by reference and by which You agree to be bound;
- 6.1.5 ensure that the BlackBerry Handheld is used exclusively on Our network in the Country (except when roaming);
- 6.1.6 not export or arrange or assist any other person or persons to export a BlackBerry Handheld or unlock the BlackBerry Handheld; and
- 6.1.7 comply with any and all terms and conditions issued by Research in Motion Limited governing use of its Blackberry Handheld devices

7. SECURITY

- 7.1 Your BlackBerry Handheld and SIM Card are supplied with a password and PIN code access number. You are advised to keep this information secure to avoid unauthorised access to the Service. You are responsible for the security and proper use of the Service. We do not guarantee security.
- 7.2 You must take all reasonable steps to invoke password protection on Your BlackBerry Handheld. We shall not be liable for any losses whatsoever or howsoever occurring as a result of Your failure to invoke adequate password protection. You understand and agree that text messages as well as emails are retained on a BlackBerry Handheld device even when it has been turned off or the SIM Card has been removed from a BlackBerry Handheld device.
- 7.3 We will use all reasonable efforts to ensure the security of Your communications. You are however advised that for reasons beyond Our control, there is a risk that Your communications may be unlawfully intercepted or accessed by someone other than the intended recipient. Although Your communications over the air when interfacing with Our systems are secure and encrypted, We have no control over the security of third party networks. Please note that the Internet is not a secure environment; unwanted programs or material may be downloaded without Your knowledge. These programs may perform actions that You have not authorized, and possibly without Your knowledge. You are responsible for protecting Your equipment and data against these types of programs, which come mainly in the form of viruses, Trojans, worms and spyware.
- 7.4 If You use Your BlackBerry Handheld to access company email or information, it is Your responsibility to ensure Your use complies with Your company's internal IT and security procedures.

8. LIABILITY

- 8.1 We are not responsible for the content of any material made available and/or accessible by use of the Service.
- 8.2 We are not liable in any way for any activities You perform, in particular but not limited to any acts which under the laws of any jurisdiction infringe any third party's intellectual property rights (including the use of any Domain Name) or other proprietary rights, or infringe obscenity laws, or constitute threats or are in any way defamatory or are illegal in any other way.
- 8.3 You agree to indemnify Us and hold Us blameless in relation to any claim brought by any third party located in any jurisdiction alleging that any use of the BlackBerry Internet Service by You constitutes an unlawful act or in the event that You use the BlackBerry Internet Service in any way that breaches these terms and conditions or Our Mobile Terms and Conditions. You agree to provide Us with all reasonable assistance in defending such claims at Your sole expense. You further agree to pay all costs, damages, awards and professional fees of any kind incurred in relation to any claims made against Us relating to Your use of the Service.
- 8.4 We do not undertake to provide any other services other than the Mobile Data network used to provide the Service to You.
- 8.5 We are not responsible for maintaining any site or address on the Internet other than Our own site and address and We do not warrant or represent the continued availability of any other site or address. You acknowledge that by You entering into any contract or other obligation with any third party through the Service We will neither become a party to such arrangements nor assume any liability thereunder.
- 8.6 You warrant that You are procuring the BlackBerry Handheld, the Service, and the SIM Card solely for Your own use and furthermore that You will not resell or otherwise act as any form of distributor in respect of the BlackBerry Handheld(s), the Service and/or the SIM Cards.

9. CHANGES TO THE TERMS AND CONDITIONS

- 9.1 These terms and conditions may be changed from time-to-time. We will post the most current version of these terms and conditions at www.lime.com or other appropriate location. Please check these regularly to inform Yourself about changes to the terms and conditions.

10. GENERAL

- 10.1 You should refer to the Service Specific Terms and Conditions for Mobile Services and the General Terms and Conditions for the additional terms and conditions governing the use of the Service.

SCHEDULE 5 - SERVICE SPECIFIC TERMS AND CONDITIONS – MOBILE DATA SERVICE

These Service Specific Terms and Conditions together with the General Terms and Conditions and the Service Specific Terms and Conditions for Mobile Services apply when We provide to You mobile data services including, but not limited to, post-paid, pre-paid and roaming data services on Our Mobile Data network. You are deemed to have accepted these Service Specific Terms and Conditions, the Service Specific Terms and Conditions for Mobile Services and the General Terms and Conditions when You sign the Service Application Form.

1. DEFINITIONS

1.1 In these Service Specific Terms and Conditions:

“**Device**” means the telecommunications equipment or device through/ by/ on which You receive the Service.

“**Internet**” means the global information system consisting of a large number of interconnected computer networks that communicates through the use of TCP/IP network protocols; commonly referred to as the World Wide Web.

“**Mobile Data**” means LIME’s GPRS (General Packet Radio Service) or EDGE (Enhanced Data Rates for GSM Evolution) services, or any other mobile data transfer technology that We may introduce from time to time, as the case may be.

“**Service**” means the Mobile Data service We provide to You as per the terms and conditions contained herein.

1.2 Reference should be made to the General Terms and Conditions and the Service Specific Terms and Conditions for Post Paid Mobile Services for any definitions which are not specifically included in these Service Specific Terms and Conditions.

2. DESCRIPTION OF THE SERVICE

2.1 The Service includes: A. the sending and receiving of mobile data between capable mobile data devices, and B. Internet connectivity. Depending on the type of Device and mobile data plan, the Service may also include direct access to mobile and Internet content and applications. The Service will be provided over Our network using either GPRS/EDGE, Mobile Broadband technology or any other mobile data transfer technology that We may introduce from time to time, and access to the Service will require a compatible Device.

3. USAGE/BILLING

3.1 Usage and monthly fees will be charged as specified in Your Service Application Form as per the specific plan that You subscribe to. Data transport is normally billed per Megabyte which is 1024 Kilobytes of data, and actual transport is rounded up to the nearest one hundredth of a Megabyte at the end of each data session for billing purposes. We charge in increments of one hundredth of a Megabyte at the end of each month. If You are on an inclusive data plan You will be charged a monthly fee for the specified monthly data increment plus a specified Megabyte rate for data used over the plan limit. Your invoice will not separately identify the number of kilobytes attributable to Your use of specific services. Premium content (games, ringtones, songs, etc.) are priced separately. Data sent and received includes, but is not limited to, downloads, uploads, email, overhead and software update checks. Reported data may be higher than expected due to network overhead, software update requests, and resend requests that may be caused by network errors. You are responsible for all data activity from and to Your Device, regardless of who initiates the activity.

3.2 If You are not subscribed to a data included plan or add-on, pay-as-you go charges are incurred when using data applications and services.

3.3 Prices do not include taxes, or roaming, or other fees which may be exempted from time to time by Us and are subject to change.

3.4 You are responsible for the payment of all charges for the Service, including but not limited to access charges, and charges for service features.

3.5 In the case of prepaid service, no bill will be sent to You and network access will be terminated where the Service is deemed to be inactive by Us, that is, if You have a zero balance on Your account for a period in excess of the period prescribed by Us and/or the value of the prepaid credit on Your account has expired and has not been renewed for a period in excess of the period prescribed by Us.

4. ROAMING

4.1 Roaming charges for the Service may be charged when outside Our wireless network. Display on Your Device will not indicate whether You will incur roaming charges. Use of the Service when roaming is dependent upon the roaming carrier’s support of applicable network technology and functionality. Certain capabilities of the Service may vary or be unavailable in certain countries and with particular carriers while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. You are responsible for paying Your roaming charges whenever the bill is rendered.

5. OFFNET USAGE

5.1 If Your usage of the Service on other telecommunications providers’ wireless networks (referred to as “offnet usage”) during any two consecutive months exceeds Your offnet usage allowance, We may at Our discretion terminate Your access to the Service, or deny Your continued use of other telecommunications providers’ coverage. Your offnet usage allowance is equal to 20% of the Megabytes included in Your mobile data plan. For example, if Your mobile data plan includes 1 Gigabyte, or 1024 Megabytes of data, Your offnet usage allowance is restricted to a cumulative maximum of 205 Megabytes of data over two (2) consecutive months. Case-by-case exceptions may be considered if pre-approved by Our customer service department.

6. SERVICE AVAILABILITY AND ACCESS/COVERAGE

6.1 We do not guarantee availability of Our wireless network. Data services are not available with all Our mobile devices. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Aspects of the Service (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to, or resident on, Your Device. Coverage areas vary between Our Mobile Broadband and GPRS/EDGE network technology. Actual download speeds depend upon Device characteristics, network, network availability and coverage levels, tasks, file

characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use, capacity constraints, and the type of network technology used in specific locations to provide service (including Mobile Broadband or GPRS/EDGE technology). Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations.

- 6.2 Wireless access to corporate/employee email may require additional server or server access, licenses, or additional requirements which incur additional charges.

7. INFORMATION/CONTENT/APPLICATIONS

- 7.1 Our data services and Your Device may allow You to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from Us or Our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content You access on Your device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by You or anyone on Your account. We strongly recommend You monitor data usage by children/ minors. Data Content from third parties may also harm Your Device or its software. To protect Our network, Services, or for other reasons, We may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data You can transfer, or otherwise limit or terminate Services. If We provide You storage for Data Content You have purchased, We may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services. Data Content provided by Our vendors or third parties is subject to cancellation or termination at any time without notice to You and You may not receive a refund for any unused portion of the Data Content.

- 7.2 Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Our content or service providers and You are bound by such policies or terms when You visit their respective sites or use their services. It is Your responsibility to read the rules or service agreements of each content provider or service provider. Any information You involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by Us or any content provider or other third party. Delays or omissions may occur. We shall not be liable to You for any loss or injury arising out of or caused, in whole or in part, by Your use of any information, application or content, or any information, application, or other content acquired through the Service.

8. PROHIBITED AND PERMISSIBLE USES

- 8.1 Except as may otherwise be specifically permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email access; (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (iv) sending and receiving of pictures and videos clips between individuals; (v) licensed music and content downloads by individuals; and (vi) mobile data streaming applications for individual use. While these are recognized as the more common uses permitted by Your data plan, there are certain uses or applications that cause extreme network capacity issues – they severely interfere with Our network – and are therefore prohibited.

- 8.2 Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications; (ii) VOIP (Voice Over Internet Protocol) applications; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Our wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access, without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Our wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or any "keep alive" functions, unless they adhere to Our data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on personal computers, web broadcasting, and/or the operation of servers, telemetry devices and/or supervisory control and data acquisition devices are prohibited. We reserve the right, without notice to anyone, to (i) deny, disconnect, modify and/or terminate the Service of anyone We believe is using the Service in any manner prohibited or whose usage hinders access to Our wireless network, adversely impacts Our wireless network or service levels, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect Our wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. As a subscriber You may not send solicitations to other wireless subscribers without their consent. You may not use the Service other than for its intended use and as governed by these terms and conditions and applicable law. Plans are for individual, non-commercial use only and are not for resale. Your use of the Service is subject to Our Acceptable Use Policy, as amended from time to time, which is posted at www.lime.com, which is incorporated herein by reference and by which You agree to be bound. We may, at Our discretion, and by using the Service You acknowledge and agree that We may, monitor Your use of the Service and Your traffic, at any time, for compliance with Our terms, conditions or usage policies (or any related purposes).

9. SPECIAL CORPORATE MOBILE DATA AGREEMENTS

- 9.1 Special mobile data agreements may be available, depending on usage volume, quantity of units and contract length. Persons interested in discussing such agreements must contact their designated LIME Account Representative or visit one of LIME's retail stores. Additional, or different, terms and conditions may be applicable.

10. SECURITY

- 10.1 We do not guarantee security. If You use Your Device to access company email or information, it is Your responsibility to ensure that Your use complies with Your company's internal IT and security procedures.

11. CHANGES TO THE TERMS AND CONDITIONS

11.1 These terms and conditions may be changed from time-to-time. We will post the most current version of these terms and conditions at www.lime.com or other appropriate location. They are also available in Our retail stores. Please check these locations regularly to inform Yourself about changes to the terms and conditions.

12. ACCESS REQUIREMENTS

12.1 Additional hardware, software, subscription, credit or debit card, Internet access from Your compatible PC and/or special network connection may be required in order for You to use the Service, and You are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. You are solely responsible in that regard. We are not responsible for any damage caused in any way by the preceding hardware, software or other items/requirements, or by any third party products or services.

13. MISCELLANEOUS

13.1 We are not responsible for loss or disclosure of any sensitive information You transmit. Our wireless services are not equivalent to landline Internet. We are not responsible for non-proprietary services or their effects on Devices. If applicable, use of Desktop Toolbar requires compatible home computer products. Caller ID blocking is not available when using the Service, and Your wireless number may be transmitted to Internet sites You visit. As a result, You may receive unsolicited messages from third parties and a charge for these messages may apply (i.e., data charges for downloading these emails and applicable attachments) whether the message is read or unread, solicited or unsolicited.

14. ADDITIONAL TERMS FOR SPECIFIC MOBILE DATA SERVICES

14.1 Text, Instant Messaging and Picture/Video Messaging

Messages are limited to 160 characters per message. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. Premium text and picture/video messages are charged at their stated rates. Text, instant, picture and video messages, including downloaded content, not delivered seven (7) days after being sent, will be deleted. We reserve the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to You in multiple parts. Picture/Video messaging, data plan, and text messaging may need to be provisioned on an account in order for You to use picture/video messaging. Some elements of picture/video messages may not be accessible, viewable or heard, due to limitations on certain wireless devices, PCs, or e-mail. There is no guarantee that messages will be received, and We are not responsible for lost or misdirected messages. We reserve the right to change the picture/video message size limit at any time without notification. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient. Text message notifications may be sent to non-picture/video messaging subscribers if they subscribe to text messaging. Unused monthly plan messages do not carry forward.

14.2 Unlimited Mobile-to-Mobile Messaging

Some rate plans may include unlimited text, picture and video messages between Our wireless customers for a fixed fee. Certain message types, including instant messaging services, may be outside of the plan and would therefore be charged additional fees. It is up to You to check what types of messages are included in the plan.

14.3 Directly Billed Third Party Content

Third party content or services may be billed directly on Your wireless bill. You may be charged monthly on Your LIME bill for all transactions entered into during the previous billing period(s). If others use Your payment or account information, You are liable for charges they incur. If You should have any questions on Your transaction history You may contact Our customer care department.

We may terminate the account of anyone who seeks refunds on improper grounds. Transactions on prepaid services will be debited from Your account balance at the time of the transaction. If there are insufficient funds in Your account at the time of the transaction, You will not be able to complete Your purchase or receive the requested services.

14.4 Content Downloads

Availability of content, including (but not restricted to) ringtones, graphics games or video clips, may vary based on the handset capabilities. Content alerts may be delivered in multiple messages. Content charges may be issued as a one-time download charge, a subscription rate, or per Megabyte of data. Usage charges apply to play multi-user games against other wireless users or the server. Consult Our advertised rates for details, or contact Our customer care department.

14.5 Mobile Email

Mobile Email requires an e-mail account with a compatible Internet service provider and a downloaded or preloaded e-mail application for the wireless Device. Access to and use of Mobile Email is billed by total volume of data sent and received (normally in kilobytes), unless You have an 'Unlimited Email' plan or a plan that allows for a specified amount of data use for a particular cost (i.e., 'BlackBerry Unlimited Email' or 'BlackBerry Internet' or 'BlackBerry Unlimited Email and Internet' service). Upgrades to the email application on Your Device may be required in order to continue to use the Service. Wireless data usage charges will apply for downloading the application and any upgrades. Your capability to view attachments will vary depending on the type of data Device that You have. Check the user instructions that came with Your Device.

15. GENERAL

15.1 You should refer to the Service Specific Terms and Conditions for Mobile Services for the additional terms and conditions governing the use of the Service.