

TSTT WIRELESS BROADBAND SERVICE AGREEMENT TERM CONTRACT

AN AGREEMENT made in duplicate this _____ day of _____
in the year _____ between **TELECOMMUNICATIONS SERVICES OF TRINIDAD AND TOBAGO LIMITED** of No. 1 Edward Street, Port of Spain, Trinidad (Hereinafter called "TSTT" of the One Part and _____ (hereinafter called the Customer) of the Other Part.

WHEREAS

1. TSTT is conditionally offering to the Customer via its wireless broadband network, Internet access to computers and computer networks and services owned by Third Parties both locally and internationally known as **TSTT WIRELESS BROADBAND Service**.
2. The Customer has applied for this **TSTT WIRELESS BROADBAND Service**.
3. TSTT has agreed to accept the Customer as a Subscriber thereto in accordance with the terms and conditions outlined herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. PROVISION OF SERVICE

- 1.1 TSTT WIRELESS BROADBAND Service will be provided to the Customer who has been supplied with a unique means of identification comprising a service number. A terminal device shall be incorporated into the TSTT WIRELESS BROADBAND Service. The terminal device shall become the property of Customer subject to applicable payments to TSTT but shall be maintained and repaired by TSTT and/or its business partner until the expiry of the warranty period, after which time the Customer shall be solely responsible for the maintenance of the terminal device and the procurement, installation and maintenance of any replacement terminal device.
- 1.2 The TSTT WIRELESS BROADBAND Service is provided by TSTT to the Customer. The Customer shall not in any circumstances whatsoever assign the benefit of this Agreement or otherwise transfer the Service to a third party. In the event of any such assignment or transfer, the third party will be deemed the agent of the Customer and the Customer will remain primarily liable to TSTT for all costs and charges arising from the provision of the TSTT WIRELESS BROADBAND Service.
- 1.3 Billing will be rendered monthly with payment due upon receipt of the bill. Bills not paid by the Customer within thirty (30) days of bill date shall be deemed overdue and the Customer shall be deemed a delinquent Customer. TSTT reserves the right to suspend the TSTT WIRELESS BROADBAND Service, without prior notice, to any delinquent Customer.
- 1.4 TSTT WIRELESS BROADBAND shall not be used in connection with server devices or host computer applications, other systems that drive continuous heavy traffic or data sessions or as a substitute for ADSL, private lines or dedicated data connections.
- 1.5 TSTT reserves the right to limit throughput or amount of data transferred, deny or terminate service, without notice to anyone TSTT believes is using TSTT WIRELESS BROADBAND in any manner prohibited or whose usage adversely impacts our network or service levels. Anyone using more than 10GByte per device in a given month is presumed to be using the service in a manner prohibited above.

2. PAYMENTS, CHARGES, BILLING AND REFUNDS

- 2.1 The One-time Sign Up Fee and the Terminal Device Fee shall be paid by Customer prior to the commencement of the provision of TSTT Wireless Broadband Service to Customer.
- 2.2 Any variations of the details set out in Appendix "A" or any term of this Agreement shall be issued by TSTT and signed by the parties hereto. Such revised Appendix "A" shall be attached to this Agreement and form an integral part hereof and shall replace the previous or initial Appendix "A".
- 2.3 All monthly charges set out in Appendix "A" or any revision thereto shall be paid by the Customer in Trinidad & Tobago Dollars within thirty (30) days after the date of TSTT's and/or its business partner's invoices therefor. TSTT, however, reserves the right to request payment of monthly charges

within seven (7) days of the said date of TSTT's and/or its business partner's invoices and when so requested, the Customer shall make payments within the stipulated time frame.

3. DISCONNECTION OF SERVICE

- 3.1 TSTT may disconnect or suspend service if the Customer is indebted to TSTT for the TSTT WIRELESS BROADBAND Service or any other service previously rendered.

4. TERMINATION OF CONTRACT

- 4.1 Either party may terminate this agreement at any time after giving thirty (30) days written notice to the other party of their intention to do so.
- 4.2 This Agreement may be terminated by TSTT for any of the reasons set out below:

- (i) TSTT reserves the right to terminate provision of the **TSTT WIRELESS BROADBAND SERVICE** if it becomes impossible to operate the **TSTT WIRELESS BROADBAND Service** without impairment to the regular public telecommunication services (of which impairment TSTT shall be the sole judge). Nevertheless, TSTT undertakes to give the Customer the maximum length of notice practicable in the then prevailing circumstances of any intended termination of the provision of the **TSTT WIRELESS BROADBAND Service** under this Clause.
- (ii) if in TSTT's opinion there is evidence of use or intent to use the TSTT WIRELESS BROADBAND Service in a manner that violates any rules or regulations of TSTT or any applicable statute, law or of any regulation, rules or orders made under any statute or law.
- (iii) if in TSTT's opinion there is evidence of fraudulent activity or an intention to defraud;
- (iv) if it is discovered that the Customer has engaged, or is engaging or has attempted to engage in the unauthorized access of computers, computer networks or services either locally or internationally;
- (v) if the service is used for any profane, offensive or immoral purpose, or any purpose which in the sole discretion of TSTT is undesirable;
- (vi) if the Customer is in breach of any term of this agreement, including but not limited to default of payment of any charges herein and usage contrary to Clause 1.5 above.
- (vii) if used or attempted to be used for voice communication or so as to avoid, evade or reduce payment of the standard charges applicable from time to time for any telecommunications services provided by TSTT.
- (viii) if the Customer provides access or attempts to provide access to the INTERNET to third parties for reward or otherwise resells this WIRELESS BROADBAND Service.
- (ix) if the Customer assigns or attempts to assign the benefit of this Agreement or otherwise transfers the service to a third party.
- (x) if the Customer fails or refuses to allow TSTT to performed random inspections on the relative service device at the premises of the Customer.
- (xi) if the TSTT WIRELESS BROADBAND Service is used in a manner so as to provide or supply telecommunications services.

- 4.3 TSTT reserves the right to terminate the TSTT WIRELESS BROADBAND Service, without prior notice, if the Customer is engaged in selling or providing telecommunications services.

- 4.4 (i) If this Agreement is terminated by the Customer prior to the end of the agreed period, the Customer shall pay to TSTT any and all outstanding monies payable as outlined in Appendix "A" and this agreement and up to the date of termination.
- (ii) If this Agreement is terminated by TSTT prior to the end of the agreed period, TSTT shall pay to the Customer the balance (if any) of the last rental paid in advance after deduction of a pro rata amount for the period of rental up to the date of termination.

(iii) If this Agreement is terminated by TSTT such termination shall not prejudice TSTT's rights to recover any monies due and payable by the Customer under this Agreement up to the date of termination

on and from the _____ day of _____ in the year _____ and shall continue in force for a period of _____ year unless terminated earlier by either party pursuant to the provisions of Clause 4 above.

8.2 This agreement will be automatically renewed for the period agreed to herein unless terminated in accordance with Clause 4 above.

5. RESPONSIBILITIES OF THE CUSTOMER

- 5.1 TSTT WIRELESS BROADBAND Service is supplied from the completion date for the installation of the service.
- 5.2 The Customer shall be solely responsible for providing any and all end user hardware and software required to access the TSTT WIRELESS BROADBAND Service as well as any licenses required therefor.
- 5.3 It is the Customer's sole responsibility to ensure that any and all equipment acquired and/or used by it is compatible and appropriate with respect to the service provided hereunder and is appropriate for the purpose for which it was acquired.
- 5.4 The Customer shall be solely responsible for any professional terminal device installation or server configuration required.
- 5.5 The Customer shall pay promptly all charges incurred pursuant to this Agreement.

6. INDEMNITIES

- 6.1 TSTT SHALL NOT BE RESPONSIBLE OR LIABLE for the unauthorized access by customers or users to information held by other persons or organizations participating in the INTERNET (known as "HACKING") or for any virus or harmful program which may be introduced by a customer or user, or for any unlawful or unauthorized or fraudulent access to or use of the customer's TSTT WIRELESS BROADBAND Service by any person.
- 6.2 During the period of warranty of the terminal device the Customer shall be solely responsible for any damage to, repairs or replacements required for such device that is not caused by normal wear and tear and shall pay all charges incurred with respect to such repairs or replacements within 7 days of receipt of relevant bill from TSTT.
- 6.3 Customers are not guaranteed service availability in all areas. Actual TSTT WIRELESS BROADBAND speeds will depend on several factors including customer location, computer performance and configuration, network or Internet congestion, Web sites accessed and current phone line conditions. Speed of service. Uninterrupted and/or error free service is not guaranteed.
- 6.4 TSTT shall not be liable for any loss, damage or expense arising out of failure in this TSTT WIRELESS BROADBAND Service howsoever caused. Nothing in this Agreement shall be construed as an undertaking or guarantee by TSTT to provide a TSTT WIRELESS BROADBAND Service, which is free from fault or which offers unchanging speed or quality of service.
- 6.5 TSTT shall be indemnified by the Customer from and against any and all direct or indirect loss, liability, damage and expense whatsoever arising out of the use by the Customer of the TSTT WIRELESS BROADBAND Service, including but not limited to loss of profits, and /or business.
- 6.6 TSTT shall not be liable for any profane, offensive, immoral, or undesirable use of the TSTT WIRELESS BROADBAND Service. Nothing in this Agreement shall be construed as an undertaking or guarantee by TSTT to provide a TSTT WIRELESS BROADBAND Service which is free of same.
- 6.7 The Customer shall indemnify and save harmless TSTT against all claims for libel slander or infringement of copyright license or patent arising from the material transmitted or received via the TSTT WIRELESS BROADBAND Service and against all other claims arising out of the Customer's use of the said SERVICE.

7. TERMS AND CONDITIONS OF SERVICE

- 7.1 TSTT reserves the right to vary the terms and conditions of this agreement from time to time upon giving not less than thirty (30) days written notice to the Customer.
- 7.2 The Terms and Conditions of telephone Service as may be amended from time to time and set out in the Telephone Directory or as set out in any notice published by TSTT shall be deemed to be and are hereby incorporated into this contract.

8. PERIOD OF AGREEMENT

8.1 This Agreement shall be deemed to have become effective

9. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the Laws of the Republic of Trinidad and Tobago

10. Severability of Provisions

In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby provided that the remaining provisions are enforceable and the invalid, illegal or unenforceable provision or provisions are not fundamental to this Agreement

Signed for and on behalf of the Customer by

.....
Print Name

.....
of

Witnessed by

.....
of

.....
Date

APPENDIX "A"

- A.1.1 One-time sign up fee TT\$600.00
- A.1.2 Terminal Device Fee TT\$1,575.00
- A.1.3 Monthly Charges

| | Contract Period | Monthly Rental (TT\$) | Usage included in package Mega Bytes (MB) /month | Additional Usage Charge Mega Bytes (MB) |
|--------------------------|-----------------|-----------------------|--|---|
| <input type="checkbox"/> | Month to Month | \$500 | 2,000 MB | \$100/250MB |
| <input type="checkbox"/> | 1 year | \$475 | 2,000 MB | \$100/250MB |
| <input type="checkbox"/> | 2 years | \$425 | 2,000 MB | \$100/250MB |
| <input type="checkbox"/> | 3 years | \$375 | 2,000 MB | \$100/250MB |

- A.1.4. All rates and amounts in this Appendix "A" are exclusive of value added tax (VAT), which shall be payable in addition by the Customer against TSTT's and/or its business partner's duly presented VAT invoices.
- A.1.5 Additional usage in each month beyond the number of free Mega Bytes included in the monthly rental are charged per 250 Mega Bytes or part thereof.
- A.2 If the Agreement is terminated before expiration, the Customer shall pay to TSTT an early termination Fee, such termination fee shall be calculated at the time of termination, and will be equivalent to any period related discounts that the Customer may have enjoyed up to the point of termination.
- A.3. In the event the Customer terminates the Agreement in order to transfer to an alternative Internet access service offered by TSTT, for which the charges are higher than the charges set out in item A.1.3 above the early termination fee mentioned in A.2 above shall not apply.