

Digicel Postpaid Select Service

Terms and Conditions

1. Agreement

These terms and conditions shall govern the relationship between Digicel (Cayman) Limited (hereinafter referred to as "we", "us" "our" and "the company") and the user (hereinafter referred to as "you", "your" "the customer") of mobile telephone service (hereafter referred to as "Service(s)", "Digicel Mobile Service") and shall constitute legal and binding obligations on the parties once we have accepted your application for the provision of mobile telephone service. Your application form shall form part of these terms and conditions. Connection and activation are subject to satisfactory risk assessment, credit rating and/or receipt of a deposit. The minimum deposit required will be determined at the sole discretion of Digicel (Cayman) Limited. These Terms and Conditions annul all prior understandings between you and us. By using Services, you have agreed to these Terms and Conditions. We reserve the right to amend or unilaterally change any of Digicel Mobile Service products and/or Digicel Mobile Service and or the terms and conditions of this Agreement subject to notifying you of such amendments. Such notification may be by way of advertisement in the national media and/or our website. If Service is used after notice of amendment, then it shall be deemed accepted. This agreement is governed by the Laws of the Cayman Islands.

2. Return Policy

You may return your DIGICEL SELECT package within 7 days of the date of purchase to the original place of purchase if you have a technical problem with its contents for a full refund provided that all contents are returned in reasonable condition.

3. Rebate Policy

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

4. Information Disclosure

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

- to any authorised personnel or third party;
- in response to credit inquiries;
- if the company, in its discretion, deems such disclosure necessary or desirable;

- pursuant to legal process or subpoena;
- if disclosure is necessary to protect the company's interests.

By using the Service you consent to and authorize any such disclosure. The company shall not become liable by reason of the giving of such information or of it being inaccurate or incomplete. In addition you agree that we may contact any person or reference provided by you to verify accuracy of account details.

5. Provision of Service

Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our Services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network.

6. Service Charges

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

7. Digicel Mobile Numbers

The company has proprietary rights to any mobile number allocated to you whether requested by you or otherwise. We reserve the right at any time to alter or replace a mobile number allocated to you or any other name, code or number whatsoever associated with our Service.

8. Mobile Telephone Directory & Caller ID

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

9. Security Deposit

You will be required to make a security deposit in order to be connected or reconnected to the Network. The company may, at its absolute discretion opt to pay interest on the security deposits received. This security deposit is refundable after this Agreement is terminated and all outstanding monies due to us have been recollected. The security deposit may be used to settle any outstanding debts owed to us. A security deposit does not negate you from your liability to pay for the Services rendered through the SIM Card, including all costs associated with its unauthorized use.

10. Roaming

You are required to pay a deposit on an amount to be specified by the company for the ability to roam or use your phone whilst travelling abroad on another GSM network with which the company has a roaming agreement.

11. Credit Limit

You will be notified of your credit limit when your application is accepted. We reserve the right to increase or lower your credit limit at any time and from time to time, without prior notice. You agree that your debt will not exceed your credit limit. Your credit limit, established at the discretion of the company, relates to your current usage. Service may be suspended if your account usage exceeds your credit limit.

12. Payment

When you use the SIM Card and/or Digicel Mobile Services, you incur a debt. Service charges, subscription fees and any other charges incurred in relation to the Services provided to you by us under this Agreement will be added to your debt and will form part of it. You agree to repay this debt to the company at any designated collection centre. If payment is made by cheque or any other instrument, a return fee may be charged by the company, should this method of payment be dishonoured. The company reserves the right to reject and/or disallow cheque payments from you once dishonored cheques have been processed through your account. You will be charged for the right to use any technology developed by the company. The company reserves the right to charge interest on overdue amounts. We are not liable for any loss or damages suffered as a result of the use of, or failure in any bill payments services. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payments terms and/or restrict your Service/feature types, prior to restoration of Service. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you. We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property or if your SIM Card is used contrary to this Agreement. Invoices will be sent to the billing address of the account holder only unless otherwise specified. Invoices will include: Fixed charges and credits that are one month in advance; Call charges and credits that are one month in arrears or more if previous bills have not been paid. You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Payment is due upon invoice presentation date, i.e. once the invoice is available to you. We will not be held responsible for customers' non-receipt of invoices delivered by post. Your statement is deemed to have been delivered to you on the day it is available for you to pick up, whether or not you do so. You must continue to make payments even when postal service is disrupted, as invoices can otherwise be obtained by contacting the Customer Care Centre. We reserve the right to contact you otherwise to seek payment of amounts due. All invoices generated will be available for reprint on request. You may be required to pay for reprints. We reserve the right to change billing cycles and/or to issue interim invoices.

13. Foreign Currency Transaction

The amount of any transaction charged in any currency other than Cayman Islands dollar will be billed and payable by you in Cayman Islands (CI) currency. We will make conversion from a foreign currency to CI currency at a rate of exchange determined by the Cayman Islands Monetary Authority on the date we receive notification of the transaction and the relevant amount to be charged to your account.

14. SIM Card

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

15. Handsets

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

16. Reporting Responsibility

Your handsets and SIM Cards are your responsibility. You must take every precaution to keep them safe. You will immediately report and confirm in writing any loss, theft, damage or unauthorized use of your equipment and/or SIM Card. You will remain liable for all charges and costs related to and/or incurred by your SIM Card, including all costs associated with its unauthorized use. If you have previously authorized someone to use your handset and/or SIM Card and have subsequently withdrawn your authorization, you will continue to be held liable for all charges and costs incurred by their use until we have been notified.

17. Settling Disputed Charges

We should be advised of any disputed charge(s) that occur on an invoice. You will still be held liable for non-contested charges on the invoice which are deemed payable by due date. We will investigate the disputed charge(s) and notify you of the results. Non-payment of valid charges after investigations are complete may result in suspension of Service. If the disputed charge(s) are indeed errors, a credit of the amount disputed will be applied to your account.

18. Customer Obligations

By signing this application, you have consented to:

- provide valid proof of your identity that we deem acceptable;

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

19. Equipment & Connection to Network

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

20. Service Period

By signing the Application form you have agreed to a minimum service period of twelve (12) calendar months. The service period may be extended in writing at anytime to twenty-four (24) months or thirty-six (36) months or any longer period as may be specified on the executed Application form.

21. Suspension & Termination

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

- if you breach any statutory restrictions/regulations/ procedures that govern this network and Service;

- if any information supplied by you is found to be false or misleading;
- if you do not comply with and/or breach any of the enlisted Terms and Conditions of this Agreement;
- if intermittent checks, modifications and/or maintenance is deemed necessary by the Network;
- for non-payment of overdue amounts under this Agreement;
- if you fail credit checks that may be performed from time to time;
- if we have any reasonable cause to believe that you are unable to pay the charge;
- if you notify us that your handset has been lost or stolen;
- if we have reasonable cause to believe that Service was obtained fraudulently or fraudulent or improper use of your handset or SIM Card is taking place against us or a third party;
- if you commit a trespass on the Network or any equipment owned by the company;
- if you conspire to defraud the company;
- if, in the sole opinion of the company, you should do anything which could or is detrimental to the operation of the Network or the company;
- if Services rendered to you in the sole opinion of the company may cause the operation of the Network to be jeopardized or impaired, or allow others to do any of the foregoing with your equipment or any act which does not comply with relevant legislation and regulation;
- if we are unable to provide the Services to you;
- if you do anything to avoid or evade the company's charges;
- if you do anything which in the opinion of the company is intended to or result in the evasion or avoidance of the company's legitimate charges or defraud the company;
- if you do anything which is intended, or results in or likely to bypass the Service;

Should your access be interrupted or suspended in any of the circumstances outlined above, we are in no way obligated to provide Service to you. In this event, we reserve the right to levy a fee for reconnection to the network. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you.

22. Exclusion of Liability

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

- suspension or non-availability of any Service.

- suspension or termination of this Agreement.
- interruption of or failure to connect any call made to or by the equipment.
- interruption of or failure to connect any call due to failure of a third party.
- any call made to or by the equipment being overheard or intercepted by any third party.
- any data/information transmitted to or by the equipment being altered or lost.

We will have no liability to the customer for any claims whatsoever resulting from the inability to provide the Services due to factors beyond our control, including, but not limited to, Acts of God and the Queen's enemies, weather events, civil disturbances, industrial action, war, governmental action, force majeure, the act or omission of any other telecommunication carrier, default or failure of a third party.

Digicel (Cayman) Limited, its associated or affiliated companies, their respective officers, agents, directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature kind whatsoever, whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to our equipment and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through our Network and/or equipment. If we offer goods and/or services as agents of any principal providers(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers so long as we have identified the providers to you and identified ourselves as agents.

23. Hold Harmless

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

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

24. Unenforceability

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

25. Customer Information

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

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