

## TERMS – TBI Residential Internet Service

1.1 The terms and conditions set forth below, those on the Application Form and any documents referred to or otherwise incorporated in this Agreement (collectively, the Agreement) govern the provision of high speed TBINET Internet Service. This Agreement is effective upon its acceptance by TBI as set forth on the Application Form (the Effective Date).

### 2 TERM OF AGREEMENT

2.1 The term of the agreement shall commence on the date stated on the application for a minimum period of service stipulated in the application.

2.2 At the expiration date of the of the agreement, the term for the Services will automatically renew for further one (1) year term (the "Successive Terms") unless the Customer gives TBI written notice of termination at least thirty (30) days prior to the end of the agreement.

### 3 TELECOMMUNICATION LINK

3.1 The Customer shall co-ordinate and procure a telephone line conditioned for TBINET service. All installation charges, monthly recurring charges and any other costs incurred by the Customer for the conditioned telephone line will be borne by the Customer. As quality of service is dependent upon third party equipment or services, TBI shall have no responsibility for the throughput transmission of signals, or for the quality of or defects in signals sent or received by such equipment or link. TBI shall not be responsible for testing, certifying or inspecting customer owned equipment and shall not be responsible if such equipment becomes obsolete or require modification due to changes in TBI's equipment, network or operations.

### 4 SERVICE CHARGES AND PAYMENT OF CHARGES

4.1 Customer Bills for TBINET Internet Services are invoiced in advance on the 1<sup>st</sup> business day of the month for the current month of services and are due and payable within 30 days of invoicing date. Customers will be required to pay all fees including the following:

i. One-time set up fee in accordance with the Service selected at sign up (if any). A monthly fee in accordance with TBI's published rates for the Service selected at sign up or as subsequently upgraded and for any additional products and services procured by the customer including Static IP charges and additional e-mail accounts.

4.2 Customers agree to pay all monthly charges for TBI's DSL services automatically by debit/credit card. Charges will be calculated in accordance with the tariffs/service charges & Terms and Conditions of TBI, as on file with the Bermuda Telecommunications Commission. Customers authorize the issuer of their debit/credit card to pay any and all amounts described within TBI's monthly electronic invoices without requiring a signed receipt and allow TBI to continue to attempt to charge and/or place holds with respect to all sums payable, or any portion thereof, to the Customer's debit/credit card, until such amounts are paid in full. Customer will also be responsible for all debt collection, legal and other charges incurred by TBI in attempting to recover all overdue amounts or costs.

4.3 All Customer invoices shall be sent to the customer by e-mail to the email address designated on the application.

Invoice payments may also be made by the following methods.

- Butterfield Bank – Online or ATM
- HSBC – Online or ATM
- Clarien Bank – Online or ATM
- Bermuda Financial Network – Easy Pay
- Cash or Cheque
- [www.telebermuda.com](http://www.telebermuda.com) (go to the "My Account" section)

4.4 All Customer invoices shall be sent, at no additional charge, to the customer by e-mail to the email address designated on the application. The customer can opt to have invoices sent by post, however, all posted invoices will incur a \$2.00 fee per invoice.

4.5 Customer will also be responsible for all debt collection, legal and other charges incurred by TBI in attempting to recover all overdue amounts or costs.

4.6 If the Customer, in good faith, disputes any invoiced amount, it shall submit to TBI within thirty (30) days following the date of the invoice, written documentation, including any supporting documents to substantiate the disputed amount. All disputes should be submitted to [customercare@telebermuda.com](mailto:customercare@telebermuda.com). TBI management shall, in good faith, resolve the dispute within thirty (30) days. The Customer hereby agrees that payment as per the invoice will not be withheld past due date due to a submission of a dispute on the invoice to TBI, and TBI will apply any applicable credit resulting from the submission of the dispute amount to the Customer either as determined by TBI and accepted by the Customer.

4.7 TBI reserves the right to revise its published rates of fees and charges applicable to the Service from time to time. Notice of any change may be sent by email, fax or mail or through media advertisements (Newspaper, Magazine and other media) and shall be deemed sufficient. The Customers continued use of the Services shall constitute your acceptance of any such changes.

### 5. CUSTOMER WARRANTIES AND REPRESENTATION

5.1 The Customer hereby represents and warrants to TBI that the Service will only be used for lawful purposes and the transmission of any materials or information arising from the use of the Service will not violate TBI's Acceptable Use Policies, any applicable law or regulation of Bermuda or any other jurisdiction

5.2 The Service is offered subject to the availability of the necessary facilities. The Customer may not resell the Service to any third party or permit any third party to use the Service.

### 6. TERMINATION OF SERVICE

6.1 Subject to section 6.5, either party may terminate this Agreement at any time upon (30) days written notice to the other party unless terminated as provided herein.

6.2 TBI may, at its absolute discretion and without notice effective immediately suspend or terminate the service;

- If the Customer fails to pay any charges or other amount due hereunder;
- Should TBI in its sole opinion determine that activity has occurred which constitutes inappropriate or unlawful use of the Service, or interferes with TBI's telecommunication and Internet network or equipment;

iii. If the Customer otherwise commits a breach of any terms of this Agreement

6.3 No suspension or termination of the Service will terminate the Customer's obligation to pay any and all outstanding charges, fees, termination penalties or other amounts which accrued prior to suspension or termination, and all amounts shall become immediately due and payable upon suspension or termination. In the event that action is required to recover outstanding amounts, the Customer shall be liable for all costs of collection, including legal fees and expenses.

6.4 Should the Service be suspended or terminated for any reason and should TBI subsequently agree, at its sole discretion, to reinstate the Service, the Customer shall be required to pay the reconnection fee of \$30.00 in addition to any other amounts due and owing at the time of reinstatement of the Service. TBI may choose not to reinstate the Service unless satisfied that there will be no repetition of the circumstances giving rise to the suspension.

6.5 In the event the Customer terminates a service prior to the end of the first six months of service inclusive of the first three months free service provided by TBI, TBI will impose an early termination charge, as liquidated damages, relevant to the service being terminated equivalent to a three month charge for the Customer's subscribed TBINET Bandwidth and based on TBI's current published TBINET Broadband rates. The termination penalty specified within this clause will not be applicable in the event that TBI fails to match its lowest price guarantee and provide the customer with the lowest market rates following the end of the three month free service for the customer's subscribed TBINET Broadband plan.

6.6 An early termination fee will not be applied when the Customer converts a given TBINET Internet product provided by TBI to another TBINET Internet product equal or greater bandwidth and or value.

6.7 Customers who receive a TP Link wireless DSL router/modem free of charge as part of the service will be required to return the DSL modem to TBI immediately upon contract termination or be subject to an additional termination penalty of \$200 as well as termination penalty imposed as per clause 6.5. TBI has the right to impose a termination penalty of \$200 at its discretion if the DSL modem is returned defective due to customer abuse or neglect

6.8 An early termination fee will not be applied when the Customer discontinues as a result of a rate increases for the TBINET Internet Services in the TBI tariff and TBI has notified the Customer in writing within 30 calendar days of the effective rate increases

### 7. SERVICE UPGRADING

7.1 In order to provide future improvements and/or to upgrade the Service, TBI reserves the right to effect changes to the rules of operation, accessibility and security procedures, and the provision, type and location of the Service, TBI resources administration, features and network functionality. Notification will be give 30 days prior to any changes.

### 8. DISCLAIMER OF WARRANTIES

TBI MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO THE SERVICE, THE TBI NETWORK, ANY RELATED SOFTWARE HARDWARE OR EQUIPMENT, QUALITY OF TRANSMISSIONS, CONNECTIVITY INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY OR INFRINGEMENT OR RELATING TO PATENTS, COPYRIGHTS OR THE LIKE. TBI shall have no liability to the Customer or anyone claiming by or through the Customer for direct, indirect, special, incidental, consequential or other ancillary damages caused by the Service or by inadequacy, deficiency or defect of the network or equipment or software or hardware used therewith, including loss of data resulting from delays, non-deliveries or wrong deliveries, or service interruptions from any cause whatsoever, loss of income, loss of profit or failure to realize expected savings, whether or not TBI is or should have been aware of the possibility of any of the foregoing and whether or not any of the foregoing results from acts, omissions or negligence. The Customer agrees that should TBI be liable to them for any damages whatsoever, such liability shall not exceed the amount of the usage charge for the Service paid or payable by the Customer during the calendar month in which the claim that gave rise to the damages arose.

### 9. CUSTOMER INDEMNIFICATION

9.1 The Customer agrees to indemnify and hold TBI harmless from any and all claims, actions, costs, expenses, damages and liabilities at law or in equity, including legal costs, arising in any way from the Service, or the Customer's use thereof including without limitation claims of slander infringement or copyright from material transmitted over TBI's network system or infringement of patents arising from combined with, or used in connection with the Service or TBI's network system.

### 10. GENERAL PROVISIONS

10.1 This Agreement constitutes the entire agreement between the Customer and TBI and may only be changed by a subsequent writing executed by the party against whom enforcement is sought.

10.2 No delay or omission of TBI to exercise any right or remedy will impair any such right or remedy or be a waiver of any breach or default, nor will a waiver or any single breach or default, which may be in writing, be a waiver of any other breach or default.

10.3 This Agreement will be deemed entered into in Bermuda and will be governed by and interpreted in accordance with the laws of Bermuda.

10.4 Headings in this Agreement are for convenience only and shall not be construed as part of this Agreement

10.5 This Agreement shall not be assignable by the Customer; however TBI shall be entitled to assign the Agreement in whole or in part without the Customer's consent

10.6 Any notice required or permitted hereunder shall be in writing and shall be delivered or sent by mail, e-mail, fax, or courier service to the address designated on the application form. All notices shall be deemed given on the date received by the addressee.

I certify that I had read, and agree to, all terms and conditions as stated in this document.

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_