



AMENDMENT TO DIGI GENERAL TERMS & CONDITIONS

This Amendment to the Belize Telemedia Limited General Terms and Conditions (this **"Amendment"**) is a legal agreement between you (either a natural person or a corporate person you are representing, hereinafter **"You"** or **"Your"**) and Belize Telemedia Limited and Belize Telemedia Limited's subsidiaries (hereinafter **"Digi"**) and sets forth amendments to the Belize Telemedia Limited General Terms and Conditions regarding Digi's disclosure of Your Personal Data. This Amendment is effective as of the date when this Amendment is published on www.livedigi.com (the **"Effective Date"**).

1. In this Amendment:

"Personal Data"

Means data which relates to You which allows You to be identified from:

- (a) that data; or
- (b) from that data together with other information which is in the possession of, or is likely to come into the possession of Digi; and includes but is not limited to:
 - i. a copy of Your Social Security Card;
 - ii. a copy of the biodata page of Your Passport;
 - iii. a copy of Your Driver's licence;
 - iv. a copy of Your Detailed Extract issued by the Belize Companies and Corporate Affairs Registry; and
 - v. Your address.

"Personal Data Breach"

Means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

"Services"

Means:

- (a) the telecommunication services provided to You by Digi on and after the Effective Date; and



(b) the telecommunications services provided to You by Digi prior to the Effective Date.

2. In this Amendment:

- 2.1 words in the singular include the plural and vice versa unless the context requires otherwise;
- 2.2 any words that follow "*include*", "*includes*", "*including*", "*in particular*" or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.3 a reference to a "*person*" includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; and
- 2.4 a reference to "*writing*" or "*written*" includes any method of reproducing words in a legible and non-transitory form (including e-mail).

3. As of the Effective Date, the Belize Telemedia Limited General Terms and Conditions for Digi's provision of the Services to You and Your use of the Services, shall be read, construed and interpreted as amended by this Amendment.

4. By using the Services, You agree and You consent to Digi disclosing Your Personal Data and Your contact details (telephone number; email address; address of abode; address of employer) to Credit Master Systems Limited, a company duly incorporated and existing under the laws of Belize, and whose registered office is situated at #11 Douglas Jones Street, Belize City, Belize (hereinafter "**CMS**"):

- 4.1 for the purpose of CMS contacting You to notify You of sums owed by You to Digi for the Services, including the taking of such matters as are incidental and or connected thereto; or
- 4.2 for the purpose of CMS contacting You and arranging for Your payment of sums due to Digi; or
- 4.3 for the purpose of CMS serving You with Court processes for commencing a claim against You in the Courts of Belize or in any other jurisdiction, for Digi and or CMS's recovery of sums owed by You to Digi for the Services; or



- 4.4 for the purpose of Digi and or CMS checking and determining Your credit worthiness, rating or status and Your ability to pay Your bills as and when they become due.
5. By using the Services, You agree and You consent to Digi disclosing Your Personal Data and Your contact details (telephone number; email address; address of abode; address of employer) to any person that succeeds CMS as Digi's debt collection agent, or to any person who in addition to CMS, acts as Digi's debt collection agent (hereinafter "**Successor Agency**"):
 - 5.1 for the purpose of the Successor Agency contacting You to notify You of sums owed by You to Digi for the Services, including the taking of such matters as are incidental and or connected thereto; or
 - 5.2 for the purpose of the Successor Agency contacting You and arranging for Your payment of sums due to Digi; or
 - 5.3 for the purpose of the Successor Agency serving You with Court processes for commencing a claim against You in the Courts of Belize or in any other jurisdiction, for Digi and or the Successor Agency's recovery of sums owed by You to Digi for the Services; or
 - 5.4 for the purpose of Digi and or the Successor Agency checking and determining Your credit worthiness, rating or status and Your ability to pay Your bills as and when they become due.
6. By using the Services, You agree to provide Digi with any changes to Your Personal Data and Your contact details (telephone number; email address; address of abode; address of employer).
7. You have the right to withdraw Your consent to Digi disclosing Your Personal Data for the purposes mentioned at *Clause 4* and *Clause 5*, by providing Digi with a written notice of Your withdrawal of consent, and such written notice can be delivered to any of Digi's offices in Belize. The withdrawal of Your consent pursuant to this *Clause 7* shall entitle Digi at Digi's sole discretion, to immediately terminate the Services supplied to You.
8. Digi shall take all reasonable measures to prevent Personal Data Breaches by Digi. Digi shall not be liable for any Personal Data Breach concerning Your Personal Data which is caused by CMS or any Successor Agency. Your recourse to any such Personal Data Breach by or affecting CMS and or any Successor



Agency shall be under the Data Protection Act and against CMS and or the Successor Agency.

9. This Amendment is subject to any Data Protection policy for Your Personal Data which Digi may from time to time implement and publish on www.livedigi.com.