

GENERAL TERMS AND CONDITIONS

These terms of service ("**Agreement**") are a legal agreement between you (either an individual or an entity that you are representing, hereinafter "You", "Your", or "Customer") and Belize Telemedia Limited and its subsidiaries (collectively "We", "Us" "BTL" "Digi" or "Company"). This Agreement sets out certain terms applicable to the Company's acceptance of the use of its services and any related products or services ("**Services**") provided to the Customer. BTL shall not be bound by any terms and conditions belonging to or secured by the Customer, in connection with any other services received elsewhere.

1. DEFINITIONS

1.1 The following definitions shall apply to this Agreement:

- "Agreement"** Means the agreement made between BTL and its subsidiaries (collectively "BTL" or "Digi") and the Customer and which incorporates any:
- (a) Order Form;
 - (b) Service Order Addendums;
 - (c) Price Lists;
 - (d) These General Terms and Conditions.
 - (e) Any terms and conditions or Service Literature provided to the Customer from time to time;
 - (f) Any documents referred to in any of these General Terms and Conditions; and
 - (g) Any Service Level Agreement applicable to the Service.
- "Customer"** Means any natural person or legal person and includes any public body, corporate entity and any body of persons to whom BTL has agreed to provide a Service.
- "Installation Charge"** Means a onetime charge payable by the Customer in connection with the installation of a Service.
- "Law"** Means:
- (a) Any law, statute, regulation, by-law or subordinate legislation in force from time to time to which the Customer or BTL is subject;
 - (b) The common law and laws of equity as applicable to the Customer and BTL from time to time;
 - (c) Any binding court order, judgment or decree;
 - (d) Any applicable industry code, policy or standard;
 - (e) Any applicable direction, policy rule or order that is binding on BTL and which is made or given by any regulatory authority having jurisdiction over BTL or any of BTL's assets, resources or business.

“Order Form”	Means an order form, signed by the Customer, with respect to a Service or Services requested by the Customer and other relevant information concerning the relationship between BTL and the Customer.
“Recurring Charges”	Means charges determined by BTL that are payable on a monthly basis by the Customer in connection with the Service.
“Responsible Person”	Has the meaning prescribed at <i>Clause 19</i> .
“Service”	Means any telecommunication services, internet services or any other services provided by BTL to the Customer specified in an Order Form or other applicable document forming part of this Agreement.
“Service Literature”	Means any brochure, customer guide, description or instructions, including but not limited to those on all DigiCell Sim Packs, or any other documentation as may be published from time to time by BTL in connection with the provision or use of the Service.
“Service Order Addendum”	Means a Service order agreed to by Customer subsequent to the initial Service order.
“Tariff Schedule”	Means BTL’s schedule that stipulates certain charges, as varied by BTL from time to time, and which are payable in respect of the provision of a Service, which shall be made available to the public at BTL’s main offices and through other media.
“Treasury Bill”	Means a negotiable debt obligation issued by the Government of Belize from time to time and backed by its full faith and credit, having a maturity date in the future.
“Usage Charges”	Means the variable charges associated with the use of the Service.

1.2 In this Agreement:

- 1.2.1 Words in the singular include the plural and vice versa unless the context requires otherwise.
- 1.2.2 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.
- 1.2.3 The clause headings and other headings in this Agreement are included for convenience only and shall have no effect on the interpretation of this Agreement.

- 1.2.4 A reference to “*writing*” or “*written*” includes any method of reproducing words in a legible and non-transitory form (including e-mail).

2. EXPRESS DECLARATION:

2.1 The Customer expressly declares and agrees that:

- 2.1.1 Prior to signing the contract for the supply of Services, BTL provided the Customer with all information that the Customer requested on the subject of the characteristics of each and every one of the Services offered by BTL, and that BTL has informed the Customer of the conditions, quality, reliability and the limitations of the Services;
- 2.1.2 That the Customer is aware of and accepts that the Services may be affected or suffer from interference, technical problems which BTL does not have control over, or that there may be cuts or interruptions in accordance with the applicable legal regulations;
- 2.1.3 That the Customer is aware of and accepts the rates and prices established by BTL for the contracted Services;
- 2.1.4 That the Customer has received a copy of the contract and the documents that comprise it in print or electronic form at time of signing the contract;
- 2.1.5 Electronic signatures used shall have the same legal validity and enforceability as a manually executed signature;
- 2.1.6 The Customer’s signatory (where the Customer is a body corporate), is duly authorized by the Customer to enter into this binding Agreement on behalf of the Customer, and that the Customer (where the Customer is a body corporate) shall be liable and fully responsible for payments for all Services provided to the Customer.

3. APPLICATION FOR SERVICE

- 3.1 A request by any person for the provision of a new Service must be made in writing.
- 3.2 Applicants will be required to apply on the Order Forms provided by BTL and satisfy all the requirements stated therein.
- 3.3 Requests for Services other than a new Service must also be made in writing, but do not necessarily require the use of the Order Forms provided by BTL. These should be signed by the person in whose name the account will be issued.
- 3.4 The Customer shall promptly provide BTL (free of charge) with all information which may be reasonably required from time to time to enable BTL to proceed expeditiously with the performance of its obligations under this Agreement.
- 3.5 All information provided by or on behalf of the Customer must be true to the best of the Customer’s belief and any Customer who is found to have obtained his/her Service by fraudulent means will be reported to the police or other public authority for further investigation, and the Services will be disconnected in accordance with *section 9 (Termination)* of this Agreement.

4. PROVISION OF TELECOMMUNICATION SERVICE

- 4.1 All Services are subject to availability.
- 4.2 BTL will make every effort to provide the Service requested within a reasonable time, provided all the necessary facilities are available and the Customer has complied with its obligations hereunder. This includes a telephone exchange that has a distribution network of cables and lines near the site where the Service is required. Where these facilities are not available, an alternative method for the provision of Service may be offered to the Customer, with the additional cost of such provisioning to be borne by the Customer (e.g. additional wires). Any alternative method of providing Service will be offered at the prevailing rental rates for this type of equipment.
- 4.3 Services are generally available from all exchanges. However, when a requested Service cannot be provided, the Customer's application will be placed on a waiting list, pending the availability of the facilities. Every effort will be made to provide the Service required as soon as reasonably possible. Customers will be advised in writing when placed on the waiting list.
- 4.4 External access to the Customer's property will be overhead, except where the Customer provides underground conduits from the property boundaries to the building.
- 4.5 BTL will provision Services to the Service Entrance point and up to the Customer defined Network Interface Device ("NID"). The "**Service Entrance**" is the point that defines the end of BTL's NID and the beginning of the Customer's wiring within the premises. The NID may or may not be located on Customer premises but will always have the unified characteristic of being dedicated exclusively to a single Customer.
- 4.6 All wiring done in a Customer's premises shall be surface wiring, except in those cases where the Customer provides conduits and the necessary boxes for telephone jacks. Conduits must be placed to facilitate the installation process and for future maintenance if the Customer's premises where the Services are being provided have false ceilings or subterranean access areas.
- 4.7 The provision of any Service means that the Customer has been allocated a BTL customer account number. Payment of any and all charges for the use of the Services provided by BTL and billed to the Customer's assigned account number are the sole responsibility of the Customer.

5. OBLIGATIONS OF THE CUSTOMER

- 5.1 The Customer shall only use a Service in accordance with such conditions as BTL may indicate in writing from time to time.
- 5.2 The Customer shall not use any Service as a means of communication for a purpose which is specifically prohibited under this Agreement or in Law.
- 5.3 The Customer shall be responsible for and maintain in an unaltered state, the Service. The Customer shall be responsible for technical failures in the Service or failures which are caused to BTL's telecommunication network if the Customer has made any modifications to the Services on its own, and such modifications are the cause of such failures.

5.4 The Customer shall be responsible for the acts and omissions of all users of the Services which are provided to the Customer.

6. SERVICE CHARGES

6.1 The Customer shall pay BTL all applicable charges, Installation Charges, Recurring Charges and Usage Charges (collectively “the **Charges**”) as specified in BTL’s Tariff Schedule, in consideration for the provision of a requested Service by BTL to the Customer.

6.2 The Services shall be provided at business rates where the Customer is a business, business place, body corporate, or the location where the Services are provided to the Customer is a place where the Customer conducts going a concern or profession.

6.3 The Services shall be provided at residential rates where the Services are being provided for private residential or domestic purposes.

6.4 BTL may increase or decrease the Charges at any time and details of any such changes will be available from BTL’s main offices, via the media and from BTL’s official website (www.livediqi.com) prior to implementation. BTL shall take reasonable steps to bring such changes to the Customer’s attention and in accordance with the rules established in the *Telecommunications Interconnection Regulations (Amended)*, 2010 Order and any other Law.

6.5 Any governmental assessments, fees and taxes imposed by Law shall be billed to the Customer receiving a Service. Such assessments, fees or taxes will be separately stated on bills for payment.

7. RENDERING AND PAYMENT OF ACCOUNTS

7.1 Installation Charges shall be payable in advance of the installation of a Service.

7.2 Recurring Charges shall be payable on a monthly basis unless otherwise stipulated in this Agreement or BTL’s Tariff Schedule. A proportionate part of the Recurring Charges calculated on a pro-rata daily basis shall be payable for Services which are terminated by the Customer before the end of a billing cycle.

7.3 Usage Charges shall be payable by the Customer in arrears in respect of the usage of any Service (whether with or without the Customer’s authority). Usage Charges shall be calculated by reference to data recorded or logged by BTL or where applicable, supplied to BTL by another network operator, and not by reference to any data recorded or logged by the Customer. BTL shall prepare and send invoices for Usage Charges due at the end of each billing period. If a Service is terminated before the end of a billing cycle, a proportionate part of the recurring charges shall be payable, calculated on a pro-rata daily basis.

7.4 The Customer shall be liable for all charges for calls originating from the telephone number(s) for which are listed or included in the Customer’s assigned account with BTL for Services, and also for collect calls and third-party calls where charges have been accepted by the users of the telephone number(s) which are listed or included in the Customer’s assigned account with BTL for Services.

7.5 PostPaid and/or Corporate Customers who purchase TopUp PrePaid credits by billing the cost of such credits to their assigned BTL customer account(s) shall not be eligible for the bonus credits offered during BTL’s promotions.

- 7.6 All bills are due for payment when rendered. All Charges shall be paid on or before the due date stipulated on the Customer's bill.
- 7.7 Failure to receive a bill showing the amount owing by the Customer to BTL shall not relieve the Customer from the responsibility of making prompt and timely payment of such amount to BTL.
- 7.8 The Customer whose name appears on BTL's records is responsible for the payment of accounts for Services charged. Bills for all Charges will be rendered to that Customer and not to his tenants or anyone else unless specific authority is given in writing to do so. In cases where the person registered to a Service has died, the Responsible Person will continue to use the assigned Service, as indicated in accordance with *Clause 19* of this Agreement.
- 7.9 If objection in writing is not received by BTL within fifteen (15) days after a bill is rendered, such bill shall be deemed to be correct and binding upon the Customer. In the event the Customer disputes any invoiced charges, the Customer shall pay in full, all charges invoiced by the due date and submit written notification in the form of an email to digihelp@livedigi.com and to ebill@livedigi.com with "**Notice of Billing Dispute**" in the subject line of the email. Such email notification must include the Customer's contact information, the assigned BTL customer account number, specific amount in dispute, detailed supporting reasons for dispute and any supporting documentation. BTL shall respond in writing, within thirty (30) calendar days of receiving a dispute notification from Customer. Any dispute resolved in favor of Customer shall be credited as appropriate on the next available invoice. The Customer shall be notified in writing that the charges have been deemed valid and legitimate and the dispute shall be considered resolved by both parties, if any disputed amounts are deemed to be correct as billed and in compliance with this Agreement. In such cases, if there should be any amount due from the Customer relating to the dispute, then all such amounts shall be due and payable immediately. BTL reserves the right to delay the resolution of any and all billing disputes and/or credits if the Customer's assigned BTL account is in arrears or otherwise not in good standing.
- 7.10 Unless otherwise specified in this Agreement, payment of all sums due under this Agreement shall be made within thirty (30) days of the date of the relevant billing period.
- 7.11 Without prejudice to BTL's other rights under the Law, BTL reserves the right to charge the Customer interest at two percent (2%) per month on all outstanding amounts if payment remains outstanding for more than thirty (30) days following the due date. Interest shall continue to accrue on any outstanding amount not withstanding termination of this Agreement for any cause whatsoever.

8. CREDIT POLICY AND DEPOSIT

- 8.1 BTL has a responsibility to all its Customers to take reasonable precautions against default of payment and has activated a credit policy which is designed to monitor the use of all existing BTL Customer assigned accounts. To this end, credit limits are instituted to ensure that BTL Customer assigned accounts do not incur outstanding amounts to the detriment of the Customer and BTL. Usage over

and above the credit limit will require a payment or the Service may be restricted or terminated.

- 8.2 Upon signing any Agreement, the Customer shall pay such sums as BTL may stipulate by way of a deposit. If a deposit is required, the Customer will be notified at the time of applying for the Service and the deposit will be payable immediately. Deposit requirements may be increased if, in the opinion of BTL, the Customer's usage characteristics or circumstances warrant an increase.
- 8.3 Deposits held by BTL shall accrue interest at the going Treasury Bill rate as established from time to time.
- 8.4 The deposit will be refundable twelve (12) months after the date of the original payment (together with such interest, if any), provided that the Customer has not been disconnected for any reason during this period, and there is no other reason warranting the retention of the deposit.
- 8.5 Where a Service has been terminated by the Customer, the deposit will be refundable subject to deductions in respect of any amounts then payable by the Customer under *Clause 7* herein or any other liability incurred by BTL as a result of the Customer's failure to comply with this Agreement.

9. TERMINATION

- 9.1 Except as otherwise stipulated, either party shall be entitled to terminate this Agreement by giving not less than one (1) month prior written notice of such intention to terminate.
- 9.2 Without prejudice to BTL's other rights under the Law, BTL may immediately terminate this Agreement by providing written notice to the Customer if:
 - 9.2.1 The Customer provided BTL with false, inaccurate or misleading information for the purposes of obtaining Service;
 - 9.2.2 The Customer does not make material use of the Service for a significant period including Prepaid Mobile Customers with no recharge in a ninety (90) day period on their mobile number; or
 - 9.2.3 BTL has— reason to suspect:
 - 9.2.3.1 any unlawful use of a Service that is provided to the Customer,
 - 9.2.3.2 unauthorized use, fraud or misconduct in connection with the Customer or any third party's use of the Service that is provided to the Customer ;
 - 9.2.3.3 tampering with BTL's equipment or Services by the Customer or any person who has access to the Services that are provided to the Customer; or
 - 9.2.3.4 The Customer is in breach of any Law or order of a regulatory authority or any terms of this Agreement.

10. CONSEQUENCES OF TERMINATION

- 10.1 On termination of this Agreement, all outstanding Charges shall be immediately payable by the Customer.
- 10.2 If this Agreement is terminated prior to the expiry of the initial contract period, the Customer shall pay such cancellation charges as may apply by way of liquidated damages for early termination.

- 10.3 Upon termination of this Agreement for any reason whatsoever, the Customer shall where applicable, and during normal working hours, permit or procure permission for BTL to gain access to the location where the Service was installed for the purpose of BTL removing any equipment belonging to BTL.
- 10.4 BTL may bring an action against the Customer to recover any payment that remains outstanding by the Customer following the termination of Service.

11. RESPONSIBILITY/SECURITY FOR COMMUNICATION EQUIPMENT

- 11.1 All Service equipment provided or leased by BTL to the Customer shall remain the property of BTL. The Customer is responsible for any damage to, or loss of, equipment rented from BTL and will be charged in the event of such damage or loss.
- 11.2 All distribution cables and junction boxes installed by BTL on the property occupied by the Customer or the property where the Services are being provided to the Customer shall remain the property of BTL. The Customer is responsible for ensuring that these items are secured to prevent unauthorized access, loss or damage.

12. ALLOCATION AND USE OF TELEPHONE NUMBER/NUMBER PORTABILITY

- 12.1 Subject to any statutory or license provisions relating to number portability, the Customer shall not acquire any rights whatsoever in any telephone number that is assigned or allocated to the Customer by BTL, and the Customer shall not make any attempt to apply for registration of the same as a trade or service mark, whether on his own or in conjunction with some other works or trading style.
- 12.2 BTL may for commercial, operation or technical reasons or in order to comply with the requirement of any competent authority, withdraw or change any telephone number or code or group of numbers or codes allocated to the Customer provided that reasonable notice is given.

13. RESTRICTION AND SUSPENSION OF SERVICE FOR NON-PAYMENT

- 13.1 BTL reserves the right to restrict or suspend any Service provided to the Customer at any time, should the Customer fail to make payment of any monies due to BTL for any Service provided. Full Recurring Charges will be charged during the period of restriction.
- 13.2 Restriction or suspension of Service will result if the Customer does not pay its bill by the due date. In those cases where full payment to the Customer's BTL assigned account is not made, Services on the account may be restricted. Services will only be restored when the arrears on the Customer's assigned account with BTL for Services and the restoration fee has been paid in full.
- 13.3 Should any default be made in the payment of charges for Services provided to the Customer's BTL assigned account, BTL shall be entitled to refuse to provide any Service in the future.
- 13.4 If no payment is received on or before the expiration of 7 (seven) days after restriction or suspension for non-payment, BTL reserves the right to remove all BTL equipment from the Customer's premises.

- 13.5 A Customer whose Service has been terminated or suspended due to the non-payment of a bill shall be required to settle all amounts due and must comply with the requirements which apply to the restoration of Service.
- 13.6 BTL reserves the right to restrict, suspend or terminate any Service to a Customer who damages or destroys any BTL equipment used to provide the Service. BTL will discontinue or terminate any Customer who makes or permits use to be made of BTL's telecommunication equipment, poles, lines or otherwise in a manner or for a purpose which is not authorized by BTL or is contrary to these Terms and Conditions of Service, any Service Literature, the Law or who performs activities deemed by BTL to constitute an infringement of BTL's license to provide Services.
- 13.7 BTL may bring an action against the Customer to recover any payment that remains outstanding by the Customer following suspension of Service.

14. EXTERNAL REMOVAL OR TRANSFER OF SERVICE

- 14.1 Telecommunication equipment will be installed where first directed by the Customer. A change to any other location will be charged at BTL's standard rates.
- 14.2 The same terms and conditions apply for an external removal as the terms which apply to providing new Service. A non-refundable fee will be charged for the transfers.
- 14.3 The Customer is required to apply for any external removal or transfer of a Service at least thirty (30) days prior to the date Service will be required at the new address. Any outstanding bill at the old address will remain as part of the Customer's assigned account balance.

15. TRANSFER OF CUSTOMER'S SERVICE

- 15.1 BTL will allow an existing Service to be transferred from one Customer to another Customer upon the following conditions:
 - 15.1.1 Receipt by BTL of the certified written consent of the existing Customer and the proposed transferee Customer;
 - 15.1.2 Payment of all amounts due to BTL for Service to the existing Customer; and
 - 15.1.3 Payment by the proposed transferee Customer of all amounts owed to BTL for any previous Service to him.
- 15.2 The transferee Customer shall be deemed to have accepted all the terms and conditions of Service which applied to the transferor Customer.
- 15.3 Notwithstanding *Clause 15.2*, if the transferee Customer is not an existing Customer, that Customer shall be required to comply with the requirements of BTL's credit policy which applies to new customers.

16. LIABILITY

- 16.1 BTL shall make all reasonable efforts to provide smooth, uninterrupted Services. However, where Services are interrupted, the Customer agrees that BTL shall not be held liable for any damages, loss, loss of profits (whether direct

- or indirect), loss of business or anticipated savings, or for any incidental, indirect or consequential loss or damage which is caused by the failure, malfunction, omissions, interruptions, delay, and loss of privacy, error or defect in the Service.
- 16.2 BTL shall not be held liable whether in contract, tort or otherwise for any harm or injury or loss resulting from the Customer's acquisition and or use of a Service and the Customer shall indemnify and hold BTL harmless from any claims (including attorney's fees and other costs of litigation or defense) resulting from use of a Service causing direct or indirect harm or injury to another person or property.
- 16.3 In no event will BTL be liable for the acts, omissions or delays of third party vendors who are contracted by BTL to install the Services.
- 16.4 BTL makes not warranty whatsoever, including any warranty regarding the merchantability or fitness for purpose in respect of the Services.
- 16.5 BTL shall not be liable for and shall be fully indemnified by a Customer against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of BTL trademarks, service marks or any other injury to any person, property or entity arising out of the material, data or information transmitted using the Service.

17. REPAIRS

BTL does not guarantee the lifespan of its equipment and lines but undertakes to make repairs in a reasonably timely manner to all equipment and lines that are reported faulty and replace the equipment and lines that are not repairable for the duration of the Service.

18. INFORMATION ABOUT DIRECTORY

- 18.1 Changes in the information contained in a telephone directory for subsequent directory listings should be notified in writing to BTL. A standard listing will consist of a Customer's name, registered address and telephone number.
- 18.2 One standard listing only, is allowed without extra charge in respect of each exchange line, Cellular and E-mail provided to a Customer. Extra listings are allowed on payment of a fixed Charge to BTL.
- 18.3 BTL will provide one standard listing only for fax numbers in the fax portion of the directory. On payment to BTL of the approved rate, Customers may have an additional fax listing in the white pages.
- 18.4 Standard listings and extra listings may be inserted in heavy type upon payment to BTL of the applicable Charge which is determined by BTL.
- 18.5 A copy of every issue of a telephone directory is supplied free of charge for each telephone number(s) that a Customer has.
- 18.6 Notwithstanding a directory listing, a Customer's telephone number may be changed at any time as the exigencies of BTL's business may reasonably require. Reasonable advance notice of a changed number will be given to a Customer.
- 18.7 **"Unlisted Service"** means that the Customer's telephone number is not listed in a telephone directory, nor is it available through the Directory Assistance Service offered by BTL. A charge will be made for this service. BTL makes every effort

to maintain the confidentiality of unlisted numbers. This confidentiality is not extended to BTL's Caller ID Service, unless a Customer applies for Caller Line ID Restriction ("CLIR"). Where BTL agrees to keep a Customer's telephone number unlisted, it does so without obligation. BTL will not accept liability for any damages which may arise from erroneously publishing such a number in a telephone directory or for accidental disclosure.

- 18.8 BTL's liability for any errors or omissions in any directory listing is limited to the charges made for the listing itself.

19. DEATH OF CUSTOMER

In the event of the death of a Customer, unless BTL is notified of such death and directed to discontinue the Services as of a specified date, the person occupying the premises where the deceased Customer's Services is located (the "**Responsible Person**"), shall be liable to BTL for all Charges for the use of any Services provided.

20. ROAMING SERVICES

- 20.1 BTL will make its best efforts to coordinate the implementation and maintenance of Roaming Services in conjunction with the telecommunication company(s) that provide the mobile service in the country to which the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL are traveling to. BTL shall not be liable for damages caused by the interruption of the Service caused by the service provided by the mobile network operator providing telecommunication services in the country visited by the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL. Likewise, BTL will make its best efforts to guarantee to the Customer a satisfactory international service, according to the established terms and conditions and the service level agreement established by the service provider of the Roaming service in the country that is visited by the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL.
- 20.2 During roaming, the Customer or users of telephone numbers allocated or assigned to the Customer's account with BTL may experience conditions of service different from the conditions under which BTL provides the Services to the Customer. However, conditions under which those Services are provided in a foreign country shall not differ substantially from those under which BTL provides the Services to the Customer.
- 20.3 The mobile network operator providing telecommunication services in the country visited may without liability, suspend or terminate all or any of its services to roaming subscriber Customer in circumstances where it would suspend or terminate those services to its own subscribers, including but not limited to:
- (i) Subscribers using equipment which is defective or illegal; or
 - (ii) Subscribers causing any technical or other problems on its Public Mobile Network; or
 - (iii) Suspected fraudulent or unauthorized use; or
 - (iv) Authentication of the subscription not being possible; or
 - (v) Maintenance or enhancement of its Public Mobile Network

21. SOLIDARITY GUARANTOR

BTL may require the constitution of a guarantor and joint guarantor of the obligations assumed by the Customer at the time of installation or activation of the Services, which will undertake to respond to the Company with its present and future assets in case of any breach thereof. Failure to pay one or more of the monthly installments or any other charges assumed by the Customer, shall put the Customer in default of full entitlement, being demanded the entire debt, without the need for any judicial or extrajudicial formalities and without a deadline for that the Company exercises its right to payment.

22. LOST OR STOLEN EQUIPMENT

If your SIM card or cell phone is stolen or lost, you must report the loss to BTL. You may be required to provide evidence of such loss or theft, such as a letter from the police department or public authority and any additional documentation, for purposes of suspension of Services and avoidance of unwanted consumption. BTL will deactivate the Services upon being notified of the loss or theft of the equipment. You are responsible for all Charges in the Services until such time as the loss of equipment report is recorded by the Company.

23. WAIVER

No failure to exercise and/or delay by BTL in exercising any right or remedy pursuant to this Agreement shall operate as a waiver of such right.

24. SEVERABILITY

If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. BTL may replace any section or condition that is not legally effective with a clause or condition of similar meaning that is.

26. GENERAL

26.1 Some Customers may receive a Service pursuant to a written contract with BTL. When such written contract exists, contract terms which are different from the general terms and conditions contained in this Agreement shall govern the Services provided to a Customer. Terms and Conditions of Services contained in this Agreement which are not inconsistent with the written contract shall also apply.

26.2 BTL reserves the right to update and change any of the terms of this Agreement from time to time. You are expected to check our website page (www.livedigi.com) from time to time to take notice of any changes we make to this Agreement, as such updates are legally binding on you. Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on our website or written documents issued to you.

25. GOVERNING LAW AND JURISDICTION

Provision of the Services and these terms and conditions of this Agreement shall be governed by, construed under, and enforced in accordance with the Laws of Belize.

For any action to enforce any right or remedy of this Agreement, the Customer and BTL consent to the exclusive jurisdiction and venue in the Courts of Belize.