

DigiGo App End User License Agreement

1. Agreement

1.1 Whereas Belize Telemedia Limited (“BTL”) shall provide the DigiGo App(the “App”) to the Customer, the Customer agrees to fulfill a minimum service commitment as contained in this End User License Agreement (“EULA”) and, the Customer agrees that receipt of the Service constitutes an agreement to be bounded by these terms and conditions.

1.2 These Terms and Conditions must be read along with all other BTL terms, conditions and policies as amended from time to time including; the terms and conditions located at www.digicell.bz/terms-and-conditions, the General Terms and Conditions found in the Belize Telemedia Limited Telephone Directory, and the Acceptable Usage Policy on the DigiCell website at www.digicell.bz and all other terms as may be applicable to the service. Upon accepting this document, the Customer is deemed to have read, understood and accepted the applicable Terms and Conditions. In the event that there is any conflict or inconsistency between other BTL General Terms and Conditions and the Terms and Conditions outlined herein, then the relevant provisions of these Terms and Conditions shall prevail solely as they relate to such inconsistency or conflict.

1.3 Upon acceptance of the terms and conditions herein, BTL hereby grants to the Customer the right to install and use the App on a single wireless device owned and controlled by the Customer. BTL shall have the right to make amendments to this EULA from time to time.

2. DIGIGO APP

The App will allow the Customer to:

2.1 Manage their DigiCell PrePaid or PostPaid account on the go from their mobile device;

2.2 Access all App features including:

2.2.1 Checking their primary & bonus balance, including expiration date

2.2.2 Check your SMS & data usage, including expiration date

2.2.3 Check your most recent top up history

2.2.4 Purchase DigiCell services, including data, data add on plans and text bundles

2.2.5 Purchase the most recent DigiCell Promotions

2.2.6 Activate Send Mi Credit

2.2.7 Monitor data usage

2.2.8 Locate a store

3. DEVICE AND PASSWORD SECURITY

3.1 The Customer is solely responsible for maintaining the security of their device and confidentiality of their password. In the event of Customer’s device or password being lost, stolen or used by an unauthorized party, the Customer shall immediately visit the nearest

BTL Customer Service Center or contact the BTL Call Center at 119 for temporary suspension of the Customer's number upon confirmation by BTL of the Customer's identity.

4. USER PREFERENCES

Installation of the App may require some adjustments to the User Preferences such as Push Notifications. Customer may find descriptions of these options and change their selections at any time in the Privacy section of the App.

5. TRADEMARKS

5.1 BTL shall own the Intellectual Property Rights of all BTL copyrights and trademarks associated with this Service. The Customer shall not use any BTL copyrights and trademarks without prior written permission from BTL, or as expressly permitted by applicable law.

6. SOFTWARE LICENSE

6.1 Use of this App may contain certain software covered by open source or third-party licensing requirements. All such software is subject to the copyrights of the authors and to the terms of the applicable licenses below or available for download at www.digicell.bz/digigo. Any software available for download via the App is the copyrighted work of BTL and/or its licensors. Use of such software is governed by the terms of this EULA that accompanies the software. Downloading, installing, and/or using any such software confirms the Customer's acceptance of the terms and conditions as outlined in this EULA.

7. DISCLAIMER OF WARRANTIES

7.1 BTL makes no express or implied warranties, representations or endorsements whatsoever with respect to the App, the service or the content. BTL expressly disclaims all warranties of any kind, express, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, with regard to the App, the service, the content, and any product or service furnished or to be furnished via the App. BTL does not warrant that the functions performed by the App or the service will be uninterrupted, timely, secure or error-free, or that defects in the App or the service will be corrected. BTL does not warrant the accuracy or completeness of the content, or that any errors in the content will be corrected. The App, the service and the content are provided on an "as is" and "as available" basis.

8. LIMITATION OF LIABILITY

8.1 In no event shall BTL be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (i) the use of or inability to use the App, or the content, (ii) any transaction conducted through or facilitated by the App; (iii) any claim attributable to errors, omissions, or other inaccuracies in the App, the service and/or the content, (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the App, the service, or the content, even if BTL has been advised of the possibility of such damages. If the Customer is dissatisfied with the App, the service, the content, or with the terms and conditions, the Customer's sole and exclusive remedy is to discontinue using the App.

9. INDEMNIFICATION

9.1 In no event shall BTL be liable for any damages whatsoever, including, but not limited to any direct, incidental, consequential, special, exemplary or other indirect damages arising out of (i) the use of or inability to use the App, or the content, (ii) any transaction conducted through or facilitated by the App; (iii) any claim attributable to errors, omissions, or other inaccuracies in the App, the service and/or the content, (iv) unauthorized access to or alteration of your transmissions or data, or (v) any other matter relating to the App, the service, or the content, even if BTL has been advised of the possibility of such damages. If the Customer is dissatisfied with the App, the service, the content, or with the terms and conditions, the Customer's sole and exclusive remedy is to discontinue using the App.

10. PRIVACY POLICY

10.1 Upon receipt of a Court Order requesting BTL to reveal a Customer's identity to someone complaining that Customer have used the Services abusively, BTL acting within the ambience of the law shall be entitled to do so. BTL will also be entitled to reveal the Customer's identity or other data in BTL'S possession regarding the Customer's use of the Services to the police or other public authority if required to do so by law.

10.2 BTL will consider all cases and complaints according to their individual merits. BTL has the right not to take action against the Customer even where a complaint is made against the Customer for breach of this EULA.

10.3 BTL reserves the right to, where feasible; implement technical mechanisms to prevent a Prohibited Activity. In addition, BTL reserves the right to charge the Customer to cover administrative costs associated with the Prohibited Activities of the Customer including, but not limited to, recovery of the costs of identifying offenders and removing them from or discontinuing providing them Service, in an amount equal to BTL actual expenses incurred in preventing or responding to such activity.

10.4 For complaints of SPAM only: In addition to any applicable charges described above, BTL reserves the right to charge the Customer the amount set forth under applicable law or if no amount is specified BZ\$20.00 per spam e-mail, such messages being not only annoying to internet users, but also seriously affecting the efficiency and cost-effectiveness of the BTL Network (they increase BTL costs by clogging the Network, rendering websites inaccessible and potentially leading to down time of Customers' mission- critical internet applications). Nothing in this EULA limits BTL rights and remedies (available at law or in equity) in any way with respect to any Prohibited Activity.

11. CONFIDENTIAL POLICY

11.1 Customer via the App. The Customer agree that any material, information, or data transmitted to BTL or posted to the App shall be considered non-confidential and non-proprietary. If the Customer supply or post any information or material to the App, the Customer guarantees to BTL that he/she has the legal right to post such material and that it will not violate any law or the rights of any person or entity. By posting material on the App, the Customer gives BTL the royalty-free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from this material, in any and all media, in any manner, in whole or in part, without any restriction or responsibilities to the Customer.

12. USER CONDUCT

12.1 The Customer agrees to use the App only for lawful purposes. The Customer agrees not to take any action that might compromise the security of the App, render the App inaccessible to others or otherwise cause damage to the App or the Content. The Customer agrees not to add to, subtract from, or otherwise modify the Content, or to attempt to access any Content that is not intended for the Customer. The Customer agrees not to use the App in any manner that might interfere with the rights of third parties.

13. GENERAL PROVISIONS

13.1 This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this EULA. This EULA supersedes any prior written or oral agreement between the parties.

13.2 No waiver by BTL of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

13.3 The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. BTL therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update the Content at any time without prior notice. BTL does not, however, guarantee that any errors, inaccuracies or omissions will be corrected.

13.4 If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any proviso of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

13.5 Any and all disputes relating to this Agreement, BTL's Privacy Policy, The Customer's use of the App and associated website, or any other BTL website, the Service, or the Content are governed by, and will be interpreted in accordance with, the laws of Belize, without regard to any conflict of law's provisions.

13.6 The rights granted by this Agreement are personal to the Customer which shall not have the right to assign, license or sublicense the whole or any part of such rights.

13.7 By accepting these terms, the Customer agrees to its provisions and does not do so in reliance on any representation, warranty or any other provision except as expressly provided herein, and any conditions, warranties or other terms implied by statute or common law are excluded from these Terms and Conditions to the fullest extent permitted by Law.

14. TERMINATION

14.1 If BTL determines that the Customer has violated the terms of this Agreement, it may, by itself, or promote the taking of any action to protect its interests, such as the disabling of access or the use of a part or all of the Software. Application, terminate the Customer's access to, cease any service provided in the Application Software or rely on any other resource effort that is reasonably necessary to prevent the modified or non-permitted use of the Application Software.

14.2 BTL, its affiliates and licensees reserve the right to take legal action in case of breach of this Agreement. BTL may participate in governmental or private legal action or research related to the use of the Application Software.