

## MOBILE SERVICES TERMS & CONDITIONS OF USE

These terms of service ("**Agreement**") is 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**" "**DigiCell**", "**Digi**" or "**Company**"). This Agreement sets out certain terms applicable to the use of mobile telephone services and the use of uSIM Cards and eSIM Cards issued by BTL to You for use on BTL's mobile telecommunications network ("**SIM Cards**"). By purchasing or using a SIM Card, You agree to be bound by this Agreement.

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

**"DigiCell TopUp"**

Means direct top up, prepaid cards (including DigiCell tele cards) and e-Pins.

**"eSIM Card"**

Means a programmable SIM Card that is embedded directly in a mobile phone device instead of an integrated circuit located on a removable universal integrated circuit card, typically made of PVC, and used to access BTL's mobile telecommunications network. An eSIM Card consists of software installed onto an eUICC chip permanently attached to a mobile device.

**"Law"**

Means:

- (a) any law, statute, regulation, by-law or subordinate legislation in force in Belize from time to time to which BTL and or You is subject;
- (b) the common law and laws of equity as applicable to BTL and or You from time to time;
- (c) any court order, judgment or decree that is binding on BTL and or You;
- (d) any applicable industry code, policy or standard; or
- (e) any applicable direction, policy, rule or order that is binding on BTL and or You and that is made or given by any regulatory body having jurisdiction over BTL and or You or any of BTL or Your assets, resources or business.

<b>“OffNet”</b>	Means calls made or SMS messages sent from a SIM Card to a telephone number which is not a DigiCell telephone number.
<b>“OnNet”</b>	Means calls made or SMS messages sent from a SIM Card to a DigiCell telephone number.
<b>“Postpaid Services”</b>	Means any of the mobile telecommunication services provided to You by BTL which You are required to pay for after having used such services.
<b>“Prepaid Services”</b>	Means any of the mobile telecommunication services provided to You by BTL which You are required to pay for before using such services.
<b>“SIM Cards”</b>	Means both uSIM Cards and eSIM Cards issued by BTL for use on BTL's mobile telecommunications network, and SIM Card means either a uSIM Card or an eSIM Card issued by BTL for use on BTL's mobile telecommunications network.
<b>“uSIM Card”</b>	Means a SIM Card which is an integrated circuit located on a removable universal integrated circuit card, typically made of PVC, and used for accessing BTL's mobile telecommunications network.

## 1.2 Interpretation

In this Agreement:

- 1.2.1 A reference to this Agreement includes its schedules, appendices and annexes (if any), and any document referred to or incorporated by reference.
- 1.2.2 A reference to a BTL and or You includes BTL and Your personal representatives, successors and permitted assigns.
- 1.2.3 A reference to a gender includes each other gender.
- 1.2.4 Words in the singular include the plural and vice versa unless the context requires otherwise.
- 1.2.5 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;
- 1.2.6 The headings contained in this Agreement and the use of bold type are for ease of reference only and shall not affect its construction;

- 1.2.7 A reference to legislation is a reference to that legislation as in force as at the date of this Agreement and amended, extended, re-enacted or consolidated from time to time.

## **2 SCOPE OF TERMS AND CONDITIONS**

By using a mobile telephone service or purchasing a SIM Card for use on BTL's mobile telecommunications network, You agree to be bound by the terms and conditions set forth in this Agreement.

## **3 CHANGES TO THESE TERMS AND CONDITIONS**

BTL may at its sole discretion, unilaterally change or amend these terms and conditions from time to time and any such change or amendment shall be effective upon such changes or amendments being published on BTL's website at [www.livedigi.com](http://www.livedigi.com).

## **4 DIGICELL POSTPAID SERVICE**

- 4.1 To use PostPaid services, You will need a SIM Card, that can be obtained from any of BTL's Digi Stores countrywide.
- 4.2 With BTL's DigiCell PostPaid Service, You shall pay a fixed monthly fee for the plan of Your choice.
- 4.3 You may choose from any DigiCell PostPaid plan, which are inclusive of OnNet and OffNet minutes, text, data, Value Added Features and Free Services.
- 4.4 Certain DigiCell PostPaid plans are subject to BTL's Fair Usage Policy. For additional information regarding BTL's Fair Usage Policy, please see *Clause 6* of this Agreement and or visit [www.livedigi.com/terms-and-conditions](http://www.livedigi.com/terms-and-conditions).
- 4.5 International Dialling, Voice and SMS Roaming are a default services that You will be able to use that will be charged based on usage and varying rates. You can also apply for International Data Roaming, purchase Data Roaming plans, text, voice, or data add-ons, if necessary, all of which are billable to Your account.

## **5 DIGICELL POSTPAID DATA ONLY PLANS**

- 5.1 BTL's DigiCell's PostPaid Data Only plans and Machine to Machine (M2M) plans offer You a monthly data plan inclusive of data only. Any OnNet or OffNet calls, or messages made will be billed to Your account and charged separately from Your monthly data plan price.
- 5.2 International Dialling, Voice and SMS Roaming are a default services that You will be able to use that will be charged based on usage and varying rates. You can also apply for International Data Roaming, purchase Data Roaming plans, text, voice, or data add-ons, if necessary, all of which are billable to Your account.

## **6 BTL FAIR USAGE POLICY**

- 6.1 Plans are for normal residential use only and are not for any commercial or other unauthorized use.
- 6.2 The use of text allowances for broadcast texts, advertising, spam or other commercial or unauthorized use is prohibited.
- 6.3 Your plan may be suspended or overage charges applied for excessive or commercial use outside of the Company's Fair Usage Policy.
- 6.4 The DigiNet Free Mobile PostPaid Plan, Starter, Lite and Plus PostPaid plans which include Free or Unlimited OnNet and OffNet Minutes are capped at 10,000 minutes (5,000 minutes for OnNet and 5,000 minutes for OffNet) as per the Fair Usage Policy. The Elite and Max Shared plans which include Unlimited OnNet and OffNet which are capped at 40,000 minutes (20,000 minutes for OnNet and 20,000 minutes for OffNet) as per the Fair Usage Policy. Usage exceeding this Fair Usage Policy will be charged at a low rate of \$0.10 OnNet or \$0.16 OffNet. These rates exclude General Sales Tax ("GST").
- 6.5 The Starter, Lite and Plus plans include Unlimited OnNet and OffNet Text capped at 10,000 minutes as per the Fair Usage Policy. The Elite and Max Shared plans include Unlimited OnNet and OffNet Text capped at 20,000 minutes as per the Fair Usage Policy. Usage exceeding this Fair Usage Policy will be charged at a low rate of \$0.05 OnNet and \$0.15 OffNet. These rates exclude GST.
- 6.6 In this *Clause 6*, OnNet refers to calls or messages sent to a Digi telephone number.
- 6.7 In this *Clause 6*, OffNet refers to calls or messages sent to Speednet Communications Limited ("Smart") numbers.

## **7 DIGICELL PREPAID SERVICE**

- 7.1 You may add value to Your PrePaid Service number in several values or recharge with any value ranging from \$1.00 (one Belize Dollar) to \$500.00 (five hundred Belize Dollars). This can be done using DigiCell TopUp.
- 7.2 The amount of usage credit You add onto Your account for PrePaid Services is Your choice. The minimum usage credit that can be added to Your account for Prepaid Services is \$1.00 (one Belize Dollars).
- 7.3 PrePaid Services shall not cause You to incur monthly bills for Prepaid Services.
- 7.4 To use PrePaid Services, You will need a SIM Card, which can be purchased at any of BTL's Digi Stores or authorized SIM agents countrywide.
- 7.5 SIM Cards that are used for PrePaid Services are subject to termination by BTL after 90 (ninety) days of no recharge. If no recharge is done within 90 (ninety) days, a warning shall be delivered to the telephone number associated with Your SIM Card, 5 (five) days before termination. To avoid termination of number, consistent credit recharge of Your usage credit is recommended.

## 8 SIM CARD PRICES

The prices for Your purchase of SIM Cards are the following:

<b>SIM Card Description</b>	<b>Price with Tax</b>	<b>Free Service</b>	<b>Expiration Date</b>
New PrePaid Service SIM Card	\$22.50	\$10 BONUS credit + 1024MB data	10 days
SIM Card Replacement	\$16.88	N/A	N/A
New PostPaid Service SIM Card	\$16.88	N/A	N/A

## 9 PREPAID SHORT CODES

Dial **\*100#** or **\*100** to access the full DigiCell Prepaid Service Menu of services. You can dial short codes to get direct access to convenient menu options. Use these short codes to make Your use of SIM Cards easy:

### GENERAL

- Dial **\*000#** for Customer Service
- Dial **\*130#** to select the Language of Your choice (English and Spanish)
- Dial **\*205#** to Check Your Mobile Number

### RECHARGE YOUR ACCOUNT OR FRIENDS AND FAMILY USE EITHER A PREPAID CARD OR E-PIN

- Dial **\*202#** to recharge or add value to Your account
- Dial **\*200#** followed by option 2 for a third Party Recharge. Send credit directly to friend or family's DigiCell Prepaid account using either a Prepaid card or e-PIN.

### CHECK BALANCE

- Dial **\*201#** for Your Account balance via flash message
- Text **BAL** to 100 to receive an SMS with Credit and Balance Notification

### DIGICELL FEATURES

- **CALL ME** - Dial **\*204#** to request a Call Me from a friend or family member
- **SEND CREDIT** - Dial **\*203#** to send credit directly to friend or family from Your primary balance

### PURCHASE DIGICELL PLANS

- Dial **\*300#** to purchase a Text Bundle or check Your text balance
- Dial **\*400#** to purchase a data plan or check Your data balance

## 10 DIGICELL MOBILE DATA

- 10.1 DigiCell mobile data gives You access to internet on Your mobile device. BTL's PostPaid Service and PrePaid Service plans give You the freedom to choose a plan to suit Your budget and lifestyle.
- 10.2 As a PrePaid customer, You can choose from any of BTL's PrePaid Service data plans or choose a monthly plan that is billed to Your account, while You maintain

your PrePaid Service number. As a PostPaid customer, You can choose a Data Only Plan or a PostPaid plan including voice, text and data.

- 10.3 BTL's PrePaid Service data plans start as low as \$1.00 (one Belize Dollars) for 130MB.
- 10.4 BTL's PostPaid Service Data Only plans start as low as \$28.11 monthly for 4.5GB of data.
- 10.5 BTL's PostPaid Service customers get 8GB of LTE data for as low as \$55.13, including voice and text.
- 10.6 You may also access Mobile data using a machine-to-machine Data plan or DigiNet free Mobile plan which includes data, as well as voice and text.
- 10.7 You can access the Internet using Your same DigiCell PrePaid or PostPaid Service number when traveling abroad with DigiCell's Roaming Service.
- 10.8 DigiCell's mobile services are subject to BTL's Acceptable Use and Fair Use Policies.

## **11 DIGICELL INTERNATIONAL ROAMING**

- 11.1 When traveling abroad, DigiCell's PostPaid Service and PrePaid Service customers can stay in touch with friends, family, and business associates.
- 11.2 You may use Your existing DigiCell cell phone number to make and receive calls and text messages while travelling overseas.
- 11.3 PostPaid Service customers must contact Digi Customer Service or visit a Digi Store to activate international Data roaming.
- 11.4 PrePaid Service customers activation of international roaming is free and automatic.
- 11.5 PostPaid and PrePaid customers can data roam with simplified data plans. Plans can be purchased prior to leaving Belize or while traveling. You can check Your PrePaid Services account balance and more while away from Belize, by dialling \*100# or accessing the DigiGo App. PostPaid Service customers can view their Roaming usage by accessing the DigiGo App.
- 11.6 You can check Your Voice Mail while traveling outside of Belize by doing the following:
  - 11.6.1 Dial +501-610-9134. If You are using a fixed line telephone, You will also need to dial the access code, for example in USA You will need to dial 011-501-610-9134.
  - 11.6.2 Upon hearing the welcome message, enter Your mobile number followed by the asterisk sign. Example- 610-9999\*
  - 11.6.3 You will be prompted to enter Your password followed by an asterisk. Example (6-8 characters)- 123456\*
  - 11.6.4 You will now have access to Your mailbox and You should follow the automated attendant.

11.6.5 If You forgot Your password, You can contact Digi Customer Service at +501-227-7626 or our 24-hour hotline at email [digihelp@livedigi.com](mailto:digihelp@livedigi.com) while roaming.

11.7 DigiCell has agreements with more than 200 GSM network operators worldwide. Network operators use different technology and radio bands so if You plan to travel, You are advised to visit [www.livedigi.com](http://www.livedigi.com) for country listing and network frequency of the country You are planning on visiting to ensure that Your phone will work in that area. It is recommended that You utilize a quad band device.

## **12 DIGICELL TEXT MESSAGING SERVICE**

You can send and receive SMS messages (text messages) to and from any mobile telecommunication subscriber in Belize and abroad.

## **13 DIGICELL TEXT BUNDLES**

DigiCell customers may purchase text bundles of 60, 150 or 1100 for as low as \$0.02 per text. PrePaid Service customers can dial \*100# and follow the on-screen instructions or dial \*100 for automated instructions to purchase a text bundle.

## **14 CREDIT MI**

Qualifying DigiCell PrePaid customers can receive credit advances between \$1.00 (one Belize Dollars) and \$20.00 (twenty Belize Dollars). Send the keyword "GET CREDIT" or "GETCREDIT" to +456 or 456 to get approved advance amounts and get up to 90 (ninety) days to repay. To qualify customers must be with DigiCell for at least 2 (two) months and recharged a minimum of \$6.00 (six Belize Dollars) per month.

## **15 D'LOOP**

You may opt to get the latest news updates, lottery results, horoscope and much more daily or on demand with BTL's D'loop service. Type "Start" along with keyword to get daily D'loop information or type "Get" along with keyword to get D'loop information only when You need it. For example send "Start News" or "Get News" to D'loop (35667). This service comes at an additional charge that will either be deducted from Your primary balance as a Prepaid customers or billed to Your account as a PostPaid customer.

## **16 PREPAID CELLULAR SERVICE FOR TOURISTS**

BTL's DigiCell mobile telephone service is available to tourist and visitors who want short-term mobile telephone service. For instance, a customer can use their GSM 850/1900 device and purchase a PrePaid SIM Card from any Digi Store or authorized retailers countrywide.

## **17 REGISTRATION OF SIM CARDS**

BTL is required by Law to record Your name, address and other particulars that sufficiently identify You as the owner of a SIM Card. You shall provide BTL with these details whenever You purchase a SIM Card.

## **18 WARRANTIES**

- 18.1 BTL makes no warranty in respect of the SIM Cards' fitness for any special or specific purpose which You use or intend to use the SIM Cards.
- 18.2 BTL warrants that the SIM Cards are provided to You by BTL in accordance with the Law.

## **19 BTL POLICIES**

BTL's from time to time concerning the use of SIM Cards and or BTL's mobile telecommunications network are incorporated into this Agreement by reference.

## **20 SEVERANCE**

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

## **21 ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between You and BTL and supersedes all previous agreements, understandings, and arrangements between You and BTL in respect of its subject matter, whether in writing or oral. Both You and BTL acknowledge that either of BTL or You have not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

## **22 LAW AND JURISDICTION**

- 22.1 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the Laws of Belize.
- 22.2 The Courts of Belize shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

## **23 FURTHER INFORMATION**

For more information on DigiCell Services visit [www.livedigi.com](http://www.livedigi.com) or call 0-800-FOR-DIGI.