

SERVICES TERMS AND CONDITIONS

SCOPE

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" "Digi" or "Company"). This Agreement sets out certain terms applicable to the use of its telecommunication services, Internet services and any other 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.

The content and scope of these individual Services can be seen in the service literature, which, together with these terms and conditions, and the General Terms and Conditions which may be posted at <https://www.livedigi.com> and which are incorporated herein by reference, constitute the entire understanding between the Customer and BTL with respect to the Services provided herein and form the basis of the contractual relationship between the Customer and BTL. The Customer is deemed to have accepted these terms and conditions by activating, using or paying for any Service provided by BTL to the Customer. Customer acknowledges and understands that Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in these terms of service.

Unless otherwise stipulated, the contractual relationship herein between BTL and the Customer shall remain in force until all Services are cancelled and all sums due to BTL have been paid in full by the Customer.

ACCEPTABLE USE POLICY

1) DEFINITIONS

- a. This Acceptable Use Policy ("**AUP**") regulates the use of the Services and is also incorporated by reference into the BTL Website Terms and Conditions. Unless otherwise indicated, the terms defined in this AUP have the meanings set out in this Agreement. BTL may modify this AUP at any time and without prior notice.
- b. The Services offered by BTL can only be used for lawful purposes. You agree to comply with all Laws, rules and regulations in connection with your use of the Services. BTL reserves the right to refuse to provide the Services to any person. Any material or conduct which in BTL's reasonable judgment, violates this AUP in any way can be removed from BTL's servers (or otherwise disabled) without notice.

2) OBJECTIVES

- a. BTL provides to businesses and consumer users, a variety of telecommunication services, internet services and other services, including but not limited to, fixed voice services, fixed and mobile services, Digi AirNet, data services, information technology related products and services such services as internet access, content delivery services, electronic mail (email) packages and services, worldwide web hosting arrangements, online and internet-related telecommunication services (each, a "**Service**" and collectively the "**Services**").
- b. This AUP defines the acceptable use of the Services with a view to ensuring quality of service and the privacy of our Customers and the integrity, security, reliability and privacy of the BTL Network, systems, products, Services, server hosting facilities and data contained therein (collectively, the "**BTL Network**"). BTL's Customers ("**Customers**" who for the purposes of this policy, are defined as any party who purchases a Service from BTL, and "**Customer**" shall be construed accordingly) are required to comply with this AUP as a condition of receiving Services from BTL.
- c. BTL's Customers are solely responsible for the content and messages that they access, post, distribute or otherwise make available using the BTL Network.

3) PROHIBITED ACTIVITIES

- a. It is contrary to BTL's policy for any of its Customers or other service users to effect or participate in any of the activities listed below in *Clauses 4 and 5* (whether actual or attempted and whether directly or indirectly) through a service that is illegal under applicable Law, that is harmful to others, or that would subject BTL to liability, including without limitation, in connection with any of the activities in *Clauses 4 and 5* which is prohibited under this AUP.
- b. Each of the activities listed in *Clauses 4 and 5* below (each, a "**Prohibited Activity**") constitute an abuse of the BTL Network and such activities are prohibited.

4) POSTING OR SENDING

- a. Posting or sending messages substantially similar in content to ten (10) or more Usenet or other newsgroups, forums, listservs, or other similar groups or lists (each, a "**List**").
- b. Posting or sending messages, articles, or other content to a List which are off-topic according to the charter or other owner-published Frequently Asked Questions ("FAQs") or descriptions of the List;
- c. Publishing mail bombs, chain letters or pyramid schemes;

- d. Sending unsolicited commercial messages or communications in any form ("**SPAM**").
- e. Phishing or engaging in identity theft.
- f. Distributing computer viruses, or other malicious code. For ease of reference, "**Virus**" means any program or code which may prevent, impair, affect the reliability of, destroy, damage, interfere with, corrupt, or cause undesired effects on any program, computer, system, software, code, data or other information including all trojan horses, worms, spyware, logic bombs and any other similar files, scripts, agents things or devices which are malicious or technologically harmful (such as by way of a denial-of-service attack), and "**Viruses**" shall be construed accordingly.
- g. Distributing pornography or adult related content or offering any escort services.
- h. Promoting or facilitating violence or terrorist activities.
- i. Infringing the intellectual property or other proprietary rights of BTL or others.

5) **FALSIFYING USER OR OTHER SERVICE INFORMATION**

- a. Falsifying user or other service-related information, including, but not limited to, intentionally omitting, deleting, forging or misrepresenting transmission information, including headers, return mailing and Internet protocol addresses, provided to BTL or to other service users or engaging in any activities or actions intended to withhold or cloak Customer's or its end users identity or contact information.
- b. Engaging in any other activity that:
 - i. Violates a Law or regulation (including, but not limited to, libel, slander, and invasion of privacy, harassment, obscenity, child pornography, export laws and regulations, and infringement or misappropriation of another party's copyrights, trademarks, patents, trade secrets or other intellectual property rights).
 - ii. Threatens the integrity and/or security of any network or computer system (including, but not limited to, transmission of Viruses, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware).
 - iii. Has the purpose of harming or attempting to harm minors in any way.

- iv. Attempts to use the Service in such a manner so as to avoid incurring charges for or otherwise being required to pay for such usage.
 - v. Otherwise degrades or interferes with other users' use of a Service.
 - vi. Breaches any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - vii. Violates generally accepted standards of Internet or other networks conduct and usage, including, but not limited to, denial of service attacks, web page defacement, port and network scanning, and unauthorised system penetrations.
 - viii. Engaging in any of the activities listed above in *paragraph 5(b) i to vii* by using another provider's service, but channeling the activity through a BTL account, remailer, or otherwise through a Service.
 - ix. The use of any lewd, offensive, profane, indecent, defamatory, libelous, slanderous, obscene, abusive, menacing, threatening, immoral words and/or phrases as part of a Customer's e-mail address and/or Universal Resource Locator ("URL") is strictly prohibited and BTL will not allow the use of any e-mail address(es) and/or URL(s) which contains such material.
- c. Any indirect or attempted violation of this AUP by a Customer or on behalf of a Customer or a Customer's end user, and any actual or attempted violation by a third party on behalf of a Customer or a Customer's end user, shall be considered a violation of this AUP by such Customer or Customer's end user.

6) RIGHTS AND REMEDIES

- a. If BTL determines that a Customer, its representatives or its end users have breached or failed to comply with this AUP or engaged (or permitted others to engage) in a Prohibited Activity, BTL may take such action as it deems appropriate. This may include all or any of the following:
 - i. Suspending and/or terminating a Customer's Service at any time.
 - ii. Issuing of a warning to a Customer.
 - iii. Commencing Legal proceedings against a Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of this AUP.
 - iv. Denying all traffic from known IP address blocks that support indiscriminate port scanning programs such as Proxy Hunter, or

other unlawful activity, for the purpose of preserving Customer's system and network resources.

v. Undertaking further legal action against a Customer.

vi. In the event of illegal activities, investigating and notifying the appropriate legal authorities.

7) PRIVACY POLICY

- a. If BTL receives a Court Order requiring BTL to reveal a Customer's identity to someone complaining that You have used the Services abusively, BTL will be entitled to do so. BTL will also be entitled to reveal your identity or other data BTL holds regarding your use of the Services to the police or other public authority if BTL is required to do so by Law.
- b. BTL will consider all cases and complaints according to their individual merits. BTL has the right to take action against you even where a complaint is made against you for breach of this AUP.
- c. 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's actual expenses incurred in preventing or responding to such activity.
- d. For complaints of SPAM only: In addition to any applicable charges described above in *paragraph 7(c)*, BTL reserves the right to charge the Customer the amount set forth under applicable Law or if no amount is specified \$20.00 (twenty Belize Dollars) 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).
- e. Nothing in this AUP limits BTL's rights and remedies (available at Law or in equity) in any way with respect to any Prohibited Activity.

8) PASSWORD PROTECTION

Customers are responsible for protecting their password(s) and for any authorised or unauthorised use made of their password(s). Customers must not disclose their password(s) or use or permit anyone to use the BTL Service to guess passwords or access other systems or networks without written authorisation. In the event a network or network device becomes compromised, BTL will assist in the tracking

and/or expulsion of said offender on the network level to the extent BTL considers reasonable, at its sole and absolute discretion.

9) **FAIR USE POLICY**

- a. Digi AlrNet is a shared service and the activities of some users can impact the services and bandwidth available to other users. In an ideal environment, all users would obtain an equal percentage of the available bandwidth. Unfortunately, some Customers use a disproportionately greater share of the available bandwidth and, as a consequence, other users suffer a diminished experience. Particularly at peak times, data rates may be reduced by contention within the BTL Network and the public Internet.
- b. In order to preserve the quality of the Services, BTL applies a Fair Use Policy ("**FUP**"), to ensure that those Customers using excessive bandwidth-consuming applications do not use our Service to the detriment of our other Customers.
- c. BTL routinely monitors the performance of our BTL Network. However, as part of the application of the FUP BTL may be required to limit the amount of bandwidth available to a user of applications that consume large amounts of bandwidth including downloading unusually large files. This approach will ensure a fair allocation of bandwidth to all Customers.
- d. BTL will not be liable to such user for the quality, integrity or continuation of the Service.
- e. The FUP is mainly aimed to avoid any unfair disruption of Services resulting from extreme peer-to-peer usage, other file-sharing software and download of very large files during peak times, we do not prevent or block the use of such applications or downloads.
- f. If you do not use peer-to-peer or file-sharing software or if you don't download very large files continuously, then it is unlikely you will be affected by this FUP policy.
- g. As BTL upgrades its broadband capabilities, users will be able to experience different type of content enabled by the higher access speeds. We may introduce explicit download limits (measured in Gigabytes) to some broadband packages in order to enable us to manage the Customer's experience. Obviously, we will communicate such limits as well as any available upgrade option or charges for excess usage.

10) **MOBILE SERVICES AND INTERNET FAIR USE POLICY**

- a. Mobile Internet is a shared service and the activities of some users can impact the services available to other users. "**Mobile Internet**" refers to

access to the World Wide Web (i.e., the use of browser-based Internet services from a handheld mobile device, such as a smartphone, a feature phone, a tablet, computer or a dongle, which are connected to a mobile network).

- b. In an ideal environment, all users would obtain an equal percentage of the available voice minutes, text and bandwidth. Unfortunately, some users take a disproportionately greater share of the available voice minutes, text and bandwidth and, as a consequence, other users suffer a diminished experience.
- c. In order to preserve the quality of our Mobile Network [also known as GPRS / EDGE / HSDPA / HSPA+/ 3G and 4G LTE] and to be able to provide quality mobile services to our Customers for mobile services that also include unlimited usage of voice calls, text, and Mobile Internet, BTL is enforcing BTL's FUP and mobile terms and conditions through this Mobile Fair Use Policy ("**Mobile FUP**"), effective immediately. BTL's Mobile FUP is intended to ensure that users who consume large amounts of voice minutes, text, bandwidth or download unusually large files do not use their Service to the detriment of other Mobile customers.
- d. If a Customer violates this Mobile FUP and makes reckless and excessive use of voice minutes, text, and Mobile Internet beyond the limit of normal/permissible use as defined by their respective mobile plan(s), BTL reserves the right, to proceed to impose additional charges without any further notice to the Customer.
- e. Our Mobile FUP is intended to avoid any unfair disruption of our mobile services and of our Mobile Internet services resulting from peer-to-peer ("P2P") usage, tethering of a computer over the Mobile Internet network (i.e., using your phone as a modem), other file-sharing software, and the use of Voice Over Internet Protocol ("VOIP") on the BTL Network. If you attempt to access these applications on the Mobile Internet network, without the appropriate data plan, these applications will not work. Where a data plan is restricted to certain types of devices (for example, smartphones, tablets, or dongles), we may restrict your use of certain applications if the plan is used on another type of device. P2P usage is not permitted on any data plan.
- f. If you do not use P2P, do not tether your computer, and do not use a dongle, file sharing software or VOIP on the Mobile Internet network, then it is unlikely you will be affected by this Mobile FUP policy.

11) MODIFICATION OF THE POLICIES

BTL reserves the right to update and change any of the AUP, FUP, Mobile FUP policies 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

these policies, as such updates are legally binding on you. Some of the provisions contained in these policies may also be superseded by provisions or notices published elsewhere on our website or written documents issued to you.