

## **TERMS & CONDITIONS OF SERVICE**

These terms and conditions ("Agreement") govern the relationship between (1) Telecommunications Services of Trinidad and Tobago Limited ("TSTT") and (2) the customer ("Customer") for the provision and use of TSTT's services which include but are not limited to Telephony, Internet, Mobile, Broadcasting, Data, and Electronic Security supplied over TSTT's networks.

Customer understands and agrees as follows:

- Customer's use of any of TSTT's Products and Services will be governed by the terms of this Agreement together with any supplemental special terms, guidelines and rules applicable to specific Services.
- There are minimum periods for Service(s) subscription which starts on the date that Customer's Service(s) is activated. The minimum period would vary according to the Service(s) requested by the Customer.
- Customer must keep the Service(s) for the duration of the minimum period unless either TSTT or Customer is allowed to end this Agreement earlier in accordance with the terms and conditions of this Agreement.
- If Customer requests termination of Service(s) during the minimum period, TSTT reserves the right to charge an early termination fee in respect of any subsidy provided by TSTT to Customer which will be the cost of the subsidy pro-rated over the term of the contract and which will be charged to Customer's final bill with TSTT.
- TSTT reserves the right to amend these terms and conditions from time to time subject to giving Customer prior reasonable notice of such changes.
- This Agreement is legally binding and is governed by the laws of Trinidad and Tobago.

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## **A. DEFINITIONS**

In this Agreement the following words shall have the following meanings:

### **“Account”**

The record in which TSTT holds Customer’s details relevant to the provision of the Services including but not limited to the statement of the Customer’s charges, debt and credits.

### **“Additional Policies”**

Policies such as TSTT’s Fair Usage Policy which apply to the Service(s) in addition to the terms and conditions set out in this document and which are published on TSTT’s website.

### **“Agreement”**

The terms and conditions set out in this document including any documents or schedules referred to or incorporated herein, any Additional Policies, together with all the details contained in the Customer’s Service Application.

### **“Business Customer”**

A Customer who TSTT reasonably believes is not a Residential Customer, including any Customer who uses Services or rents Equipment at a Service Address which falls within one or more of the following categories:

- (a) An office, store, hotel, restaurant or any other place of a business nature;
- (b) A boarding house with more than 5 rooms available or rent, a college, club, school, library, church, hospital or a private or public institution;
- (c) Any location in respect of which any title indicating a trade, occupation or profession is used;
- (d) Any residential property where the Customer has no regular business telephone service and the use of the Services by the Customer, members of his / her household or his/her guests is more of business than private nature as might be indicated by any information circulated or advertised through newspapers, handbills, circulars, business cards etc.;
- (e) In general where the substantial use of the Services is for the use of a business, profession or occupation rather than personal.

### **“Charges”**

The sum of money which the Customer is billed for the purchase, rental and/or use of TSTT’s Services and includes installation charges, activation charges, service

charges, rental charges, usage charges, reconnection charges, administrative charges and any other charges relating to this Agreement or to the Services.

**“Customer”**

A subscriber, user or renter of any of TSTT’s Services and/or the Equipment.

**“Customer Care”**

The Customer service assistance contact identified by TSTT as responsible for receiving calls from the Customer when reporting faults, for responding to queries about Service and for logging such calls and pursuing them to resolution and reporting back to the Customer.

**“Customer Equipment”**

Any equipment and/or other apparatus not provided by TSTT and used by the Customer to facilitate any of TSTT’s Services and any fixed voice handset provided to the Customer by TSTT for the delivery of voice service.

**“Equipment”**

Any apparatus provided by TSTT to Customer for the provision of Services pursuant to this Agreement, including but not limited to physical line, outside plant and exchange facilities, wireless terminal, antennae, modem, set top box, gateway or other telecommunications device or physical component thereof used by TSTT in provision of the Services.

**“Installation Charges”**

The sum payable by the Customer for installation and connection of the Services.

**“Normal Working Hours”**

8:00 a.m. to 4:00 p.m. Monday to Friday (except Public Holidays).

**“Residential Customer”**

A Customer whose Service Address is used solely for residential purposes.

**“Service Address”**

The address at which Equipment is installed and Services are provided or to which Equipment and service provision is relocated after installation.

**“Service(s)”**

The services provided by TSTT to Customer by means of TSTT’s national and international network including but not limited to Telephony, Internet, Mobile, Broadcasting, Entertainment, Data, and Electronic Security.

**“Service Application”**

The document signed by the customer containing the details of the Service(s)

requested from TSTT by the Customer.

## **B. SETTING UP A SERVICE ACCOUNT**

### **(1) Application**

In order to request Service(s) from TSTT, Customer shall complete a Service Application requesting the desired Service(s).

### **(2) Credit**

(a) Before any billed Service(s) is provided to Customer, TSTT will assess Customer's creditworthiness and authorize a credit limit for Customer. This authorized credit limit may be reviewed and revised by TSTT from time to time. TSTT may also request an advance payment from Customer in an amount fixed by TSTT to be applied towards Customer's account first month's billing.

(b) TSTT reserves the right to refuse to provide Service(s) to a Customer who is deemed to be not creditworthy.

(c) TSTT may use credit reference agencies to assist in making credit decisions or for fraud protection. Customer agrees that TSTT may, for the purpose of fraud prevention, debt collection and credit management, register information about the Customer and the conduct of the Customer's Account with any credit reference agency, and/or disclose information about the Customer and the conduct of the Customer's Account to any debt collection agency, security agency or financial institution.

### **(3) Deposit**

(a) When TSTT assess Customer's creditworthiness, if Customer's credit rating is unsatisfactory in TSTT's opinion, Customer will be required to pay a deposit in an amount fixed by TSTT to their account prior to installation of Equipment and/or commencement of Service(s).

(b) Deposits will be retained for a maximum period of six (6) months. At the expiration of the six (6) month period, the deposit will be applied to Customer's bill as a credit unless Customer requests return of the deposit from TSTT. Return of Customer's deposit shall not release Customer from liability to pay any sums due to TSTT for Customer's use of TSTT's Services (including collect calls and roaming charges which may be notified to TSTT by any other telecommunication service provider after the termination date).

(c) In the event that Service is terminated prior to the expiry date of the deposit; TSTT reserves the right to deduct any sums owed to TSTT by

Customer from the Customer's deposit and to invoice Customer for any balance not covered by the deposit.

**C. RATES AND CHARGES**

- (1) Service Charges shall be charged at the rates prevailing at the time of use of the Service and TSTT reserves the right to revise rates for Service(s) from time to time.
- (2) Where applicable, Equipment rental charges are payable one month in advance and subject to **B. 3 (a)** above, are payable from the date of installation of Equipment.
- (3) Where a Customer's Service(s) is disconnected for nonpayment of bills, TSTT may charge Customer full rates for Equipment rental during the period of disconnection as well as a re-connection fee for the restoration of Service(s).

**D. BILLING AND PAYMENT**

(1) **Billing**

- (a) Service Accounts are billed monthly in arrears and billing cycles run from the date of commencement of Service save and except Accounts for mobile services, which are billed as set out in **E. 5** below.
- (b) Installation Charges, Charges for overseas calls, roaming Charges and other pay as you go Services are billed after the event.
- (c) If a Customer requests any change(s) to their Service(s), the new charges for Service(s) will be reflected proportionally on the Customer's first bill after the change and in full on monthly bills thereafter.
- (d) Customer may receive a statement of their Account monthly via post. Customer can also access their Account statement and balances by signing in to TSTT's online portal.
- (e) Non receipt of Account statements does not relieve the Customer of the responsibility to pay the Charges applied to their Account. Customers who do not receive an Account statement should call 824-TSTT or visit the most conveniently located authorized TSTT agent to enquire about the Account Charges.
- (f) Customer accepts and agrees that they are responsible for all charges on their account.

(2) **Payment**

- (a) Accounts must be paid within thirty (30) days of the bill date displayed on the Account statement.
- (b) Customer shall pay all non-disputed Charges to their Account in full without any set-off, deduction or withholding whatsoever.
- (c) TSTT reserves the right to apply a late payment charge of up to 2% per annum to all amounts previously billed to a Customer which remain unpaid when the next month's bill is generated. Late payment charges will not be applied to any disputed portion of unpaid balances if the dispute is resolved in Customer's favor. Where the disputed portion of an unpaid balance is resolved in TSTT's favour, the late payment charges may be applied:
  - (i) As of the date of resolution of the dispute;
  - (ii) If the disputed amount remains unpaid when the Customer's next month's bill is generated.
- (d) If Customer wishes to query any of the Charges on the Account statement, notice of this query must be given to TSTT within 90 days after the bill date displayed on the Account statement. This notice should contain the details of the query, including, but not limited to the sum queried, the period of the queried usage, the actual usage queried (if displayed on the Account statement), and the reason for the query. TSTT shall investigate the Customer's claim.
- (e) If Customer fails to give notice of any query within the prescribed time, TSTT will consider the Account statement to be accurate and the Customer shall be required to make full payment of the Charges stated therein.
- (f) In the event that the Customer fails to pay their Service Charges by the payment due date, TSTT may disconnect the Service without further notice to the Customer.
- (g) Where service has been disconnected for non-payment of Charges, Accounts must be settled in full on demand, together with the payment of a re-connection fee as a condition of and prior to reinstatement.
- (h) TSTT shall apply Customer's payment of arrears to customer's Account in the following order of priority:
  - (i) Any interest charges applicable.
  - (ii) The earliest outstanding payment.

(iii) Any re-connection charges applicable.

## **E. ABOUT SERVICE(S)**

### **(1) General**

- (a) In addition to these terms and conditions, there are additional policies applicable to the Service(s) and their use. The policies together with these terms and conditions and all other documents relating to the provision of TSTT's Services are published by TSTT on TSTT's website and may be updated from time to time. TSTT will notify Customer when any changes are made to any of the documents relating to TSTT's Services and it is Customer's responsibility to check the website regularly and to read all documents applicable to TSTT's Services.
- (b) To ensure quality Service, TSTT may monitor and record telephone calls made to TSTT Customer Care. Customer will be notified if the conversation is being monitored or recorded.
- (c) TSTT may use and disclose Customer's information for the purposes of managing Customer's account and providing Services(s). TSTT may also disclose Customer information to TSTT's contractors and agents in connection with these purposes. As part of sales and marketing activities TSTT and associated companies may call or write to Customer or send Customer messages (inclusive of e-mails text messages or voice messages) to give Customer details of TSTT's available products and services. We may also disclose your personal information to research organisations for the purpose of surveying our customers' opinions about our Service. If Customer does not wish for TSTT to use their data for these purposes Customer must notify TSTT.
- (d) TSTT may from time to time provide Customer with new Service(s) on a trial basis for testing and/or promotional purposes. TSTT has the right to withdraw these trial and/or promotional Service(s) at any time by giving Customer reasonable notice of termination of the trial and/or promotion.
- (e) Nothing in this Agreement shall be construed as an undertaking or guarantee by TSTT to provide Equipment and/or Service(s) which are free of faults.

### **(2) TV Service**

- (a) For Residential Customers this Service is intended and provided for non-commercial private communal household use only. Customer agrees that the service will not be viewed in areas open to the public or in commercial establishments, and that admission will not be charged for listening to or



viewing the service. Customer also agrees that Service may not be copied, transmitted, reproduced, published, broadcast, rewritten or redistributed.

(b) For Business Customers this Service is intended to be available for viewing by the business owner, patrons, staff and other persons visiting the business' premises. Business Customers may not charge any person for viewing of this Service in their establishment.

(c) All other terms and conditions specific to this Service can be found in the Service Level Agreement following these terms and conditions in **Appendix A.**

(3) **Internet Service**

(a) Due to the nature of the internet, TSTT does not guarantee specific levels of performance or connectivity. Speed of service and uninterrupted and/or error free service is not guaranteed.

(b) Customer has no property right to the IP address allocated to them by TSTT and TSTT reserves the right to change Customer's IP address in whole or in part if necessary.

(c) Internet services are subject to TSTT's Fair Usage Policy and any other policies which TSTT in its discretion deems applicable to the Service, which can be found on TSTT's website.

(f) All other terms and conditions specific to this Service can be found in the Service Level Agreement following these terms and conditions in **Appendix B.**

(4) **Fixed Voice Service**

(a) Customer has no right to the telephone number allocated to them by TSTT and TSTT reserves the right to change Customer's number in whole or in part if necessary.

(b) TSTT may at its discretion provide a handset to Customer for the delivery of fixed voice Service. Any handset provided to Customer by TSTT for the delivery of fixed voice service will become the Customer's property on delivery to Customer and TSTT shall not be responsible for maintenance or replacement of the handset thereafter.

(c) If Customer wishes to move or port their allocated TSTT telephone number to another service provider, TSTT will adjust Customer's Service(s) accordingly.

- (g) Customer understands and agrees that their fixed voice service telephone number will be listed in TSTT's telephone directory unless Customer requests that the number remain unlisted.
- (h) All other terms and conditions specific to this Service can be found in the Service Level Agreement following these terms and conditions in **Appendix C**.

(5) **Mobile Services**

- (a) TSTT will accept orders for activating, changing or terminating service from the Customer or the Customer's authorized representative or from an authorized TSTT agent of Mobile Equipment on behalf of the Customer only.
- (b) If a mobile device is not purchased from TSTT or an authorized TSTT agent, Customer is responsible for ensuring that the mobile device is technically and operationally compatible with the TSTT's Mobile System and conforms with applicable Telecommunications Authority Regulations.
- (c) Monthly charges for mobile Service(s) access and for any optional Service features selected by Customer are billed one (1) month in advance.
- (d) Charges for postpaid mobile services are billed in advance and are prorated if necessary for the first and last months' of Service
- (e) All other terms and conditions specific to this Service can be found in the Service Level Agreement following these terms of conditions in **Appendix D**.

(6) **Security Services**

- (a) TSTT will provide a Security Alarm Monitoring Service via its Network together with an optional (if Customer requests a subscription to the Service) Rapid Response Security Service which complements the Security Alarm Monitoring service.
- (b) The Security Alarm Monitoring Service and Rapid Response Security Service are provided for Customer at the Service Address only.
- (c) As part of the Security Services, Customer may also subscribe to additional accessory Services including but not limited to Video Verification Service, Smoke Detection and Alarm Service, Flood Alert Service and Medical Alert Monitoring and Response Service.
- (d) All other terms and conditions specific to this Service can be found in the

Service Level Agreement following these terms of conditions in **Appendix E**.

**F. INSTALLATION AND ACTIVATION OF SERVICES**

- (1) All dates and times specified to Customer for installation and activation of Service(s) are best estimates only. TSTT shall endeavor to meet the date and time agreed with customer for installation and activation of service but in the event that there is any change in the installation dates and times, Customer will be notified of such changes by TSTT.
- (2) Customer agrees to allow access to the Service Address at all reasonable times to TSTT's employees, servants and or agents to install, maintain, inspect or repair Equipment or for any purpose relating to Service provision. Customer hereby grants permission to TSTT (without requiring compensation to be paid by TSTT) to run ducts and erect poles at the Service Address, whether in connection with the provision of Services to the Customer or to any other customer of TSTT.
- (3) Customer agrees to be present or to have a person authorized by Customer (who is 18 years of age or older) present at the Service Address at the time that the Service(s) are being installed. Customer also agrees that any person authorized to represent them may make decisions on their behalf about equipment, wiring and any work required to complete installation in their absence.
- (4) TSTT will make an effort to install the Equipment in the space allocated by the Customer at the Service Address. However, where the Customer's preferred space is not suitable for installation for technical or other reasons, TSTT shall install the Equipment as TSTT sees fit.
- (5) Customer is responsible for providing a suitable power supply compliant with TSTT's approved standards for TSTT's Equipment and the provision of Service(s)
- (6) Customer is responsible for obtaining any consent or permission necessary for the TSTT to install Equipment and Service (s) at the Service Address.
- (7) Customer confirms that they are either the owner, a tenant under a valid lease or a licensed occupier of the Service Address.
- (8) Customer may cancel a request for Service(s) prior to the installation of any Equipment or (where applicable) after installation and prior to activation of

Service(s) by giving written notice to TSTT. TSTT shall be entitled to charge Customer for any aborted work carried out and/or resources committed and/or expenditure incurred by TSTT to meet Customer's requirements prior to receipt of the notice of termination by TSTT.

- (9) TSTT's obligation to provide the Service(s) requested by Customer may be subject to a site visit. If the site visit reveals that the installation required for the Service(s) requested is a non-standard installation and may require longer time and additional resources, TSTT may delay the installation date to ensure that the installation is completed correctly. Customer will be notified as soon as possible after the site visit if the installation would require a delayed date and if possible make new arrangements for the installation.
- (10) Where the site visit reveals that TSTT will be unable to provide Service(s) to Customer, TSTT may cancel any installation date previously given to Customer and terminate this Agreement.
- (11) TSTT reserves the right to refuse to connect Equipment to Customer's home or otherwise continue this Agreement if:
  - (a) Customer's home is either outside TSTT's service area or in a service area where there is no existing network coverage;
  - (b) Customer credit rating is in TSTT's opinion unsatisfactory;
  - (c) Customer has previously misused TSTT's Service(s)
  - (d) It is not practical to connect the Equipment for any reason.
- (12) Where TSTT is unable to provide Service(s) to Customer for any of the reasons detailed at **F. 10** and **11** above, TSTT shall not be liable to Customer for failure to provide Service(s) and TSTT will refund Customer any payments already made by Customer for installation of Service(s).

## **G. USING TSTT'S EQUIPMENT**

- (1) **Attachment of Customer Equipment**
  - (a) Customer may attach, connect or utilise Customer Equipment to or with TSTT's Equipment only if TSTT's prior written consent has been obtained. Consent may be given subject to such conditions as TSTT may require and is discretionary. Consent will only be given if TSTT has been provided with the full technical specifications of Customer Equipment and a description of how and for what purposes the Equipment is to be used.

Any consent given may be immediately withdrawn by TSTT by written notice at any time.

- (b) Customer Equipment may only be attached or connected to or utilized with the Equipment by means of a socket installed and maintained by TSTT unless TSTT otherwise agrees in writing.
- (c) TSTT may immediately cancel Customer Service(s) and remove all Equipment installed at the Service Address, if the Customer is in breach of clause G.1 (a) or (b) or if the Customer interferes with, modifies or adapts TSTT's Equipment.
- (e) Notwithstanding G.1 (a) above, Customer shall not attach or connect to or utilise any Customer Equipment with TSTT's Equipment, or interfere with, modify or adapt TSTT's Equipment or utilise any procedure which effectively avoids, evades or minimizes any charges for the provision of Service(s).
- (f) TSTT shall not be liable in any way for any loss or damage arising from Customer's use of Customer Equipment with TSTT's Equipment.
- (g) TSTT shall not be responsible for maintenance of Customer Equipment unless there is a maintenance agreement with TSTT in writing.

(2) **Sale and Rental of TSTT Equipment**

- (a) The following conditions are applicable to both Sale and Rental of TSTT Equipment:
  - (i) All risks in the Equipment shall pass to Customer upon delivery. Unless otherwise specified delivery shall be deemed to take place when the Equipment has been delivered to Customer or to the location specified by Customer.
  - (ii) All dates and times specified to Customer for delivery of the Equipment are best estimates only. TSTT shall not be liable for any losses or other expenses sustained or incurred by Customer as a result of delay. Customer shall not be entitled to refuse acceptance of the Equipment as a consequence of such delay.
  - (iii) TSTT shall use reasonable endeavours to ensure that all technical information, particulars of Equipment, performance specifications and performance descriptions submitted are as accurate as possible, however such technical information, particulars and specifications

do not form part of this Agreement and are not binding. TSTT shall also shall provide Customer with any user manual for the Equipment as supplied by the manufacturer.

- (iv) TSTT will grant to Customer a warranty consistent with the manufacturer's warranty. Any Equipment which is found to TSTT's satisfaction to be defective at the time of delivery to Customer or within seven (7) days thereof as a result of faulty design, manufacture or workmanship will be replaced by TSTT during that period at no cost to Customer. Thereafter TSTT agrees to repair free of charge, defective TSTT Equipment for up to a period of twelve (12) months from the service start date provided that in either case:

- (iv.1) the Equipment has not been misused mishandled, overloaded, modified or repaired in any way by Customer, or any other person not authorised by TSTT for the purposes thereof or used for any purpose other than that for which it was designed;

- (iv.2) Customer provides proof of purchase of the Equipment from TSTT; and

- (iv.3) the manufacturer of the Equipment has provided TSTT with a warranty of at least twelve (12) months.

Should the manufacturer's warranty be shorter than twelve (12) months and Customer complies with **G.2 (a) (iv.1)** and **G.2 (a) (iv.2)**, TSTT shall provide a warranty equal in duration to that provided to TSTT by the manufacturer.

- (v) Any Equipment or component parts of the Equipment replaced by TSTT pursuant to clause **G.2(a) (iv)** shall upon replacement become the property of TSTT unless and until title has passed to Customer in accordance with clause **G.2(b) (i)** below.
- (vii) Save as expressly set out in this Agreement all conditions, warranties, terms and undertakings express or implied statutory or otherwise in respect of the Equipment are expressly excluded from this Agreement.
- (viii) The express warranty and undertaking given above is the only warranty given by TSTT and shall be TSTT's entire liability including

liability for negligence in respect of the sale and/or rental of Equipment to Customer.

(b) In addition to the conditions at **G.2(a)** above, The following conditions are applicable to **Sale** of TSTT Equipment only:

(i) Until TSTT has been paid in full for the Equipment supplied to Customer, Customer shall hold the same in a fiduciary capacity as bailee for TSTT, and legal and beneficial title to the Equipment shall remain with TSTT.

(c) In addition to the conditions at **G.2(a)** above, The following conditions are applicable to **Rental** of TSTT Equipment only:

(i) Customer is responsible for ensuring that after delivery of Equipment, it is not damaged, interfered with, modified, adapted or mistreated by Customer or by any third party and that it is not repaired by any person other than an authorized TSTT representative.

(ii) Customer is responsible for the proper use of the Equipment and if the Equipment is damaged, lost or stolen following delivery Customer must pay TSTT's charges for repairing or replacing such Equipment, except that Customer shall not be liable to pay any sums in respect of repair or replacement as a result of reasonable wear and tear of Equipment. Customer shall immediately notify TSTT of any damage, loss or theft of Equipment.

(iii) TSTT may request a deposit from Customer to meet Customer's obligations under clause **G.2 (C) (ii)**

(iv) Title to the Equipment shall be retained by TSTT at all times and Customer may not remove, tamper with or obliterate any identification mark attached to the Equipment showing that it is TSTT's property. On all occasions when the ownership of the Equipment is relevant, Customer shall make clear to third parties that the same is TSTT's property.

(v) Customer may not sell, assign or otherwise transfer any Equipment, either temporarily or permanently, to a third party without TSTT's prior consent in writing.

(vi) In the event of any assignment or other transfer of Equipment without the prior written approval of TSTT, Customer will remain

primarily liable to TSTT for all costs and charges arising from the use of the Equipment whether the Equipment is used by Customer or the third party.

- (vii) On termination of the Agreement for whatever reason, Customer will return to TSTT's offices or make available for collection by TSTT, all Equipment rented from TSTT. If Customer does not return the Equipment TSTT, TSTT is entitled to charge the replacement cost and reasonable recovery cost of the Equipment to Customer's account which will be forwarded to a debt collection agency for collection. For the purposes of this section "TSTT's offices" means TSTT's registered office, business offices, TSTT's authorised agents or those locations from time to time where TSTT sells or rents equipment.

## **H. USING THE SERVICES**

- (1) Customer(s) understands and agrees that Customer is responsible for the way that Service(s) are used. Customer shall not use the Service(s) or allow any person to use the Service(s):
  - (a) To send any message or communication that is threatening, abusive, defamatory, abusive, offensive, obscene, menacing or illegal or use the Service(s) in a manner which causes anxiety or inconvenience to or infringes the rights of any other person.
  - (b) Fraudulently or in connection with criminal offence or for any other purpose prohibited by law.
  - (c) To post, publish or transmit any message, data, image, program, material or software which would violate the property rights of others, including unauthorized use of copyrighted text, images, programs, trademarks or service marks, trade secrets or other proprietary information.
  - (d) In any manner or for any purpose to circumvent, frustrate or diminish TSTT's or any other telecommunications service provider's right to provide telecommunications services;
  - (e) In such a way to avoid or reduce payment of TSTT's standard charges for Service(s).
  - (f) In a manner which TSTT reasonably believes adversely affects the provision of Services to TSTT's other Customers.



- (g) In any manner to transmit voice or data communications by any means other than those established and/or approved by TSTT and the relevant regulatory authorities in Trinidad and Tobago.

**(2) Fault Reporting and Maintenance**

- (a) It is the Customer's responsibility to immediately report faulty operation of the Equipment or failure of Service(s) to TSTT by calling TSTT's Customer Care at 824-TSTT or such other help line number as specified by TSTT from time to time.
- (b) TSTT shall use reasonable endeavours to correct a fault reported by Customer(s) either repairing or replacing all or part of the Equipment and/or restoring Service whichever is applicable in TSTT's estimation and at TSTT's discretion.
- (c) Maintenance of Equipment and Service(s) are carried out during Normal Working Hours, except where TSTT elects to conduct maintenance services outside of Normal Working Hours.
- (d) TSTT may at its discretion provide maintenance services outside Normal Working Hours but is under no obligation to do so.
- (e) If following inspection of Equipment or investigation of Service TSTT determines that the Equipment is not faulty or that the Service has not failed or that the fault or failure is due to misuse or damage by Customer, the customer shall pay (in addition to the cost of repair or replacement of the Equipment) TSTT's additional visit charges at the applicable rates.

**(3) Transfer of Service from One Customer to Another**

- (a) Customer may not assign the benefit of their Service(s) or otherwise transfer Service(s) whether temporarily or permanently to a third party without TSTT's prior written approval.
- (b) TSTT may facilitate the transfer of Service(s) from one Customer (the "Transferor") to another (the "Transferee"). If a Customer wishes to transfer their Service(s), Customer must make an application to TSTT in writing and signed by both Transferor and Transferee.
- (c) An application for transfer of Service(s) shall be treated as a new application for Service(s) and all unpaid Charges on the Account must be paid in full by Transferor before TSTT transfers Service(s) to the Transferee.
- (d) If the Transferee is not an existing TSTT Customer, he/ she must comply with TSTT's credit requirements applicable to new applicants. If the Transferee has

an outstanding amount due to TSTT for unpaid Charges on another Service Account, TSTT may not facilitate the transfer until all amounts due to TSTT are paid in full.

- (e) In the event of any assignment or other transfer of Service(s) without the prior written approval of TSTT, Customer will remain primarily liable to TSTT for all costs and charges arising from the use of the Service(s) whether Service(s) is used by Customer or a third party.

**(4) Transfer of Service due to Customer's Change of Address (Moving)**

- (a) If Customer moves to another address within TSTT's service area, Customer may request TSTT to provide Service(s) at the new address by giving to TSTT one (1) month's notice in writing of the relocation.
- (b) If Customer moves to a new address during the Minimum Period, clause **K.** (2) below will apply unless Customer continues to receive TSTT's Service(s) at the new address in which case clause **H.** (4) (c) below will apply.
- (c) If TSTT agrees to provide Service(s) to Customer at the new address, Customer may have to pay a fee for the transfer of Service to the new address.

**I. SUSPENSION AND DISCONNECTION OF SERVICE(S)**

**(1) Suspension of Service(s)**

- (a) TSTT may immediately suspend Customer's Service(s) if:
  - (i) Customer uses the Service in any manner as detailed in at **H.1** above;
  - (ii) Customer fails to pay Charges for Service(s) when due, or exceeds the agreed credit limit or fails to satisfy TSTT of Customer's creditworthiness at any time;
  - (iii) If TSTT needs to carry out repairs, maintenance, modification or upgrading of its Network;
  - (iv) If there is an emergency or in order to provide or safeguard service to the emergency services, hospitals or other medical services.
- (b) Where TSTT suspends Customer's Service(s) as a result of Customer's breach of this Agreement, TSTT may, in its sole discretion, not restore Service(s) until TSTT is satisfied that there will be no repetition of the circumstances giving rise to the suspension.

(c) Where suspension of Service(s) is due to non-payment by Customer of any of TSTT's charges, TSTT may not restore Service(s) until Customer has paid all outstanding Charges, a reconnection Charge and a deposit to secure future liabilities.

**(2) Disconnection of Service(s) and/or Removal of Equipment**

(a) TSTT may immediately disconnect Customers Service(s) and/or enter the Service Address to remove all Equipment if:

- (i) Customer uses the Service in a way prohibited by clause **H.1** above;
- (ii) Customer fails or refuses to allow an authorised representative of TSTT to inspect the Equipment at the Service Address;
- (iii) Customer fails to use the Service for the purpose as described by Customer and for the purpose as granted by TSTT;
- (iv) TSTT reasonably believes that any Equipment used in connection with the Service(s) poses a danger to persons or property;
- (v) TSTT is required to do so by lawful authority.

(b) Customer remains liable for all Charges when Service(s) are suspended or disconnected unless TSTT decides otherwise in TSTT's sole discretion. If there is a severe disruption or failure of TSTT's network, TSTT will pro rate Customer's Service(s) charges and Customer will not be charged for the period that Customer did not receive Service(s).

**J. TELEPHONE DIRECTORIES**

- (1) Telephone Directories are TSTT's property and the Telephone Directories' content may not be reproduced without TSTT's prior written consent. TSTT accepts no liability or responsibility for errors, omissions, misplacements or other irregularities in content of the telephone directory. Auxiliary binders and/or folders may not be used without TSTT's permission and no advertising labels or stickers may be affixed to a telephone directory.
- (2) Unless otherwise requested by Customer in writing, Customer's fixed line telephone number will be listed in TSTT's residential telephone directory. TSTT shall have no obligation to correct any error in Customer's entry prior to general publication of a new telephone directory. Requests for changes in directory

listings should be made in writing and mailed to Manager, Directory Publications, TSTT, 61-67 Henry Street, Port of Spain or via email to [whitepgs@tstt.co.tt](mailto:whitepgs@tstt.co.tt).

- (3) The following rules will apply to Directory White and Yellow Page listings and TSTT's Directory Assistance records:
  - (a) Residential and Business Subscribers will be entitled to one (1) free listing in lightface type in the White Pages of the Directory and one (1) entry in the Directory Assistance records.
  - (b) Business Subscribers will be entitled to a lightface type listing in the Yellow Pages of the Directory and online at [findyello.com](http://findyello.com).
- (4) TSTT reserves the right to reject any residential listing it deems to be advertising and any listing which it deems objectionable, contrary to public policy or in breach of any applicable regulations.
- (5) TSTT shall not accept Overseas Listings for inclusion in the White Pages residential listing or the Directory Assistance records of TSTT.
- (6) Customer may request that their telephone number be omitted from the telephone directory. The number will also not be available in TSTT's Directory Assistance records.
- (7) TSTT will endeavor not to disclose any number that Customer requests remain unlisted except as may be required by law but TSTT accepts no liability for any claims arising directly or indirectly from any disclosure whether in the telephone directory, the operator, or by the use of any other telephone services offered by TSTT or otherwise.
- (8) Customer is entitled to one free copy of the telephone directory while stocks last for each telephone line rented by the Customer.
- (9) TSTT may make available to third parties authorized by TSTT to manage its directory information, Customer's name, telephone number and address and Customer's preference for directory entry (full listing or unlisted). This information will be used by these third parties to provide directory services, either as a published telephone directory, internet listing or a public telephone enquiry and ancillary service. Where appropriate, TSTT may disclose Customer information to the emergency services. Where such telephone directory listing and internet publications are compiled by third parties, TSTT does not accept responsibility for any error or omission in any directory or internet listing.

## **K. TERMINATION OF AGREEMENT**

- (1) Either TSTT or Customer may terminate this Agreement at any time by giving the other thirty (30) days written notice. Customer must also pay all Charges incurred on Customer's Account up to the end of the thirty (30) day notice period. Customer may also have to pay a penalty for early disconnection if the Service(s) are terminated by Customer during the Minimum Period.
- (2) If Customer terminates one or more Service(s) during the Minimum Period for such Service(s) other than in the circumstances outlined in section **H.** (4) or clause **K.** (3) below, or if Customer is in breach of this Agreement and TSTT terminates pursuant to clauses **K.** (4) (b), (c) or (d) below including for non- payment of charges within the Minimum Period applicable to the Service(s), Customer shall pay an early termination fee for each cancelled Service(s). The early termination fee represents any costs subsidized by TSTT for the purposes of this Agreement.
- (3) If TSTT breaches the terms and conditions of this Agreement, Customer may terminate this Agreement without penalty subject to clause **G.** (2) (c) (vii) above.
- (4) TSTT may immediately terminate this Agreement if:
  - (a) Customer becomes insolvent or bankrupt or if Customer enters into any arrangement with their creditors or if any legal action is taken or threatened against Customer's property;
  - (b) Customer is in breach of any term of this Agreement (including any additional policies) and Customer has not remedied any breach capable of remedy within seven (7) days of notice of such breach from TSTT;
  - (c) If TSTT has reason to believe that Customer has provided TSTT with false, inaccurate or misleading information either for the purpose of obtaining Service(s) and Equipment from TSTT or at any time during the provision of Service(s);
  - (d) Customer uses the Service in a way prohibited by clause **H.1** above;
  - (e) If TSTT's is required to comply with instructions of Government, an emergency services organisation or other competent or regulatory authority;
  - (f) If in TSTT's opinion it is necessary to do so for security, technical or operational reasons
- (5) On termination of this Agreement for any reason, Customer is responsible for the cancellation of any direct debits, standing orders, credit card mandates or other

authorizations which the Customer may have given for periodic payments to be made to TSTT by third parties.

## **L. LIABILITY**

(1) TSTT shall not be liable to the Customer in damages or otherwise for:

- (a) any delay in providing or restoring Services or for any loss or damage to any property (including Customer Equipment) or death or injury to any person occasioned or arising from the provision or use or the total or partial interruption of Service(s).
- (b) any delay in providing or installing Equipment. TSTT shall not be responsible for any death or injury to any person or the loss of or damage to any property whatsoever (including Customer Equipment) arising from the installation or use of the Equipment.
- (c) any indirect or consequential loss or damage whatsoever including but not limited to loss of use, loss of business or loss of profits suffered by the Customer arising from the performance or non-performance of TSTT's obligations relating to the provision of services to Customer.
- (d) Lost or destroyed data or software or any business loss including loss of profits, business, revenue, contracts or anticipated savings, wasted expenses or any other financial loss even if such loss was reasonably foreseeable or TSTT had been advised of the possibility of Customer incurring such loss.
- (e) Direct physical damage to Customer's property including Customer Equipment unless such damage has been caused by TSTT's negligence or the negligence of TSTT's employees, agents or contractors while acting in the course of their employment.
- (f) In any event TSTT's liability to Customer in contract, tort (including negligence) or otherwise in relation to this Agreement or the provision of Service(s) to Customer for any one incident or series of related incidents in any calendar year shall be limited to the moneys paid to TSTT by Customer for Service(s) in the six (6) month period immediately preceding the event or the circumstances giving rise to such liability.

(2) TSTT's duty under this agreement is to exercise the reasonable skill and care of a competent telecommunications provider only.

(3) TSTT shall not be liable to Customer for the content of any material accessed by Customer through any Service(s) that could be deemed offensive, derogatory,

obscene, discriminatory, that are or resemble copyrighted content, that may be in breach of the law or that may belong to another party.

#### **M. INDEMNITY**

Customer shall indemnify TSTT against all costs, claims, loss, damage, expenses and liabilities that TSTT may suffer or incur as a result of a breach by Customer of this Agreement or as a result of the negligent or willful acts or omissions of Customer, its employees, servants or agents.

#### **N. FORCE MAJEURE**

TSTT shall not be liable to Customer for any breach of this Agreement if the breach was caused by any matter or event cause beyond TSTT's reasonable control including, but not limited to any act of God, inclement weather, storm, flood, drought, lightening, fire, power failure, shortage of power, disturbance to power supplies, disconnection, damage or disturbance to telecommunications connections and cables, strikes, lock-outs and industrial disputes (whether or not involving TSTT's employees) trade disputes, government action, embargoes, termination of or refusal to grant a licence, damage to or loss of equipment or interruption, failure or delay in any service provided to TSTT by any third party including governmental or regulatory or telecommunications authority, military operations, or riots, and the acts or defaults of any other provider of telecommunications services.

#### **O. NOTICES**

- (1) Any notices required to be given hereunder shall, in the case of TSTT be sent to 1 Edward Street, Port of Spain (or such other address as TSTT may stipulate from time to time) and, in the case of the Customer (and save for such notices as TSTT is entitled to give to Customer by publication at its office) to the billing address shown in Customer's application form.
- (2) Any such notice may be delivered by first class prepaid letter, personally or by facsimile transmission and shall be deemed served, if by first class prepaid letter, within (7) days of posting, if personally, when delivered and if by facsimile transmission, when sent.

#### **P. ASSIGNMENT OF AGREEMENT**

Customer acknowledges and agrees that Customer may not transfer their Account or any of their rights and responsibilities under this Agreement without TSTT's prior written consent. TSTT however, may, for business reasons transfer any of its rights and responsibilities under this Agreement without Customer's permission.

**Q. SEVERABILITY**

If any provision of this Agreement shall be found to be unenforceable, it shall not invalidate the remainder of this Agreement.



## **APPENDIX A**

### **TV SERVICE SERVICE LEVEL AGREEMENT**

#### **1. INTERPRETATION**

**“Agreement”** means in order of precedence, this Service Level Agreement the terms and conditions, the customer application form, hereto and any other documents agreed by both parties which is expressly stated to form part of this Agreement and sets out the terms under which TSTT will provide Service to the Customer.

**“Minimum Period”** means the period set out in the Service Application Form hereto or where none is specified, a period of twelve (12) months to commence from the date of activation of Service.

#### **2. TERM**

- 2.1 This Agreement takes effect on the date that the Customer signs the Service Application Form and shall continue for the minimum period unless earlier terminated in accordance with clauses **I** and **K** of the terms and conditions.
- 2.2 At the end of the Minimum Period, this Agreement shall continue for successive periods of twelve (12) months unless otherwise terminated by either Party in accordance with clause **K** of the terms and conditions.

#### **3. SERVICE PROVISION**

- 3.1 All dates and times specified to Customer for installation and activation of Service(s) are best estimates only. TSTT does not warrant that Service provision will occur according to a specified schedule and TSTT shall not be liable to Customer for failure to install and/or activate Service(s) at any specified dates and times. TSTT shall not be liable for any losses or other expenses sustained by Customer as a result of any delay and Customer shall not be entitled to refuse to accept Service(s) as a consequence of such delay.
- 3.2 TSTT will provide Customer with the Equipment necessary for the provision of TV Service including a set top box device, a digital video recorder (DVR) or a personal video recorder (PVR) and other peripheral devices as

required. Customer may request additional set top boxes up to a maximum amount that will be determined by Customer's bandwidth and/or package. Additional rental fees may apply for additional set top boxes.

- 3.3 Customer will also be provided with a Service number as a unique identifier for the purposes of accessing the TV Service.
- 3.4 TSTT will provide to Customer standard Service otherwise referred to as a basic package. Customer may also subscribe to an optional premium package.
- 3.5 Customer must first subscribe to the basic package in order to receive additional content such as premium movie or sports subscriptions. The rates for all programming selections are as detailed in Customer's Service Application.
- 3.6 Each package will comprise the channels as per the channel grid information provided at the time of installation of the Service. TSTT reserves the right to change its programming content and packages at any time without prior notice to Customer.
- 3.7 TSTT does not warrant that Service will be provisioned to Customer's location. TSTT does not warrant that the Service will be provided error free or that Customer will have uninterrupted use and/or operation of the Equipment.

#### **4. ACCESS TO AND PREPARING THE PREMISES**

- 4.1 Customer shall, at their own expense, prepare the Service Address to any reasonable instructions given by TSTT and shall provide TSTT with all required access and authority to access or use the Service Address for the purpose of carrying out all works associated with installation and maintenance of the Service.
- 4.2 Where Customer does not own the Service Address, or the Service Address is part of a multi-tenant environment Customer warrants that they have obtained any necessary permission from any necessary party including but not limited to the owner, landlord, or building manager for TSTT to be able to make any necessary alterations to the Service Address (including drilling and/or cutting of floors, walls, ceilings and other surfaces as required) to facilitate Service provision.
- 4.3 Customer agrees that Customer is responsible for making good any damage arising from any alterations made by TSTT to the Service Address

necessary for Service provision of unless such damage is caused by the negligence of TSTT's employees, servants and/or agents.

- 4.4 Customer hereby indemnifies and agrees to keep TSTT indemnified against all costs, damages, proceedings, claims and other liabilities incurred by TSTT howsoever arising from any installation done where Customer did not comply with clause 4.2 above save where such costs, damages, proceedings, claims and other liabilities shall have arisen due to the negligence and or willful default of TSTT's employees, servants and/or agents.

## **5. TSTT's EQUIPMENT**

- 5.1 Title to the Equipment shall be retained by TSTT at all times and Customer may not remove, tamper with or obliterate any identification mark attached to the Equipment showing that it is TSTT's property. On all occasions when the ownership of the Equipment is relevant, Customer shall make clear to third parties that the same is TSTT's property.
- 5.2 Customer understands and agrees that repair or replacement of Equipment may delete stored content, reset personal settings or otherwise alter the Equipment.

## **6. CHARGES AND PAYMENT**

- 6.1 Customer agrees to pay all Charges for Service set out in the Service Application Form or as otherwise notified to Customer by TSTT. TSTT may revise these charges from time to time upon advance written notice to Customer.
- 6.2 A downgrade fee may apply if Customer makes changes to their Service package within thirty (30) days of Service provisioning or later programming orders.
- 6.3 Where Customer reports a fault relating to TSTT's Equipment and/or Service and TSTT carries out an investigation and the fault is as a result of Customer's act or omission, TSTT reserves the right to invoice Customer the costs of carrying out the investigation and any necessary repairs and such costs will be reflected on Customer's monthly bill following the event.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 TSTT hereby grants Customer a non-exclusive, non-transferable license to use any software provided to Customer in conjunction with the Service or

to enable Customer to use the Service only. Customer shall not copy, decompile, reverse engineer or modify the software in any way or copy any accompanying manuals or documentation without TSTT's prior written consent.

- 7.2 All Equipment and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Equipment, and all information, documents, and materials on related web site(s) are the property of TSTT or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of TSTT or third-party providers are and shall remain the exclusive property of TSTT or third-party providers, and nothing in this Agreement shall grant Customer the right to or a license to use such Marks.

## **8. WARRANTY**

- 8.1 Except as expressly provided herein, TSTT makes no representations or warranties, either express or implied, with respect to the Service or Equipment provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from the course of dealing or the course of performance and TSTT hereby disclaims same. Without limiting the foregoing, TSTT disclaims any warranty that (i) the Service will meet Customer's requirements, (ii) the Service will be uninterrupted, timely, secure, and/or error-free, (iii) the results that may be obtained from the use of the Services will be accurate and/or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by Customer through the Services will meet Customer's expectations, or (v) the Services will not conflict or interfere with other Services provided by TSTT or third parties that Customer receives at the Service Address.

## **APPENDIX B**

### **INTERNET SERVICE SERVICE LEVEL AGREEMENT**

#### **1. INTERPRETATION**

**“Agreement”**

means in order of precedence, this Service Level Agreement the terms and conditions, the customer application form, hereto and any other documents agreed by both parties which is expressly stated to form part of this Agreement and sets out the terms under which TSTT will provide Service to the Customer.

**“Minimum Period”** means the period set out in the Service Application Form hereto or where none is specified, a period of twelve (12) months to commence from the date of activation of Service.

#### **2. TERM**

- 2.1 This Agreement takes effect on the date that the Customer signs the Service Application Form and shall continue for the minimum period unless earlier terminated in accordance with clauses **I** and **K** of the terms and conditions.
- 2.2 At the end of the Minimum Period, this Agreement shall continue for successive periods of twelve (12) months unless otherwise terminated by either Party in accordance with clause **K** of the terms and conditions.

#### **3. SERVICE PROVISION**

- 3.1 All dates and times specified to Customer for installation and activation of internet Service are best estimates only. TSTT does not warrant that Service provision will occur according to a specified schedule and TSTT shall not be liable to Customer for failure to install and/or activate the internet Service at any specified dates and times. TSTT shall not be liable for any losses or other expenses sustained by Customer as a result of any delay and Customer shall not be entitled to refuse to accept Service as a consequence of such delay.
- 3.2 TSTT will provide Customer with the Equipment necessary for the provision of fixed Internet Service and/or wireless Internet Service.

- 3.3 Customer understands and agrees that any device being used to access the internet Service must meet the minimum specification for connection and it is Customer's sole responsibility to ensure that any device being used to access the internet Service is suitable for use with the Service.
- 3.4 Customer understands and agrees that TSTT shall not be responsible for the installation, maintenance, compatibility or performance of any third- party equipment or software not provided by TSTT and if uses or connects third- party equipment or software to the Service and the Service is impaired as a result, the Customer remains liable for payment of all charges for Service provision.
- 3.5 TSTT shall not be liable and shall have no obligation to Customer whatsoever in connection with any third-party license agreement software, whether such third-party license agreement software is used in connection with the internet Service, or is used independently of the internet Service. For the avoidance of doubt Customer understands and agrees that resolution of any matter relating to any third party software is the responsibility of the supplier of such third party supplier(s).
- 3.6 TSTT reserves the right to limit throughput or the amount of data transferred without notice to Customer where TSTT believes that Customer is using the internet Service in any manner prohibited herein.
- 3.7 TSTT does not warrant that the internet Service will be provisioned to Customer's location. TSTT does not warrant that the internet Service will be provided error free or that Customer will have uninterrupted use and/or operation of the Equipment.

#### **4. ACCESS TO AND PREPARING THE PREMISES**

- 4.1 Customer shall, at their own expense, prepare the Service Address to any reasonable instructions given by TSTT and shall provide TSTT with all required access and authority to access or use the Service Address for the purpose of carrying out all works associated with installation and maintenance of the internet Service.
- 4.2 Where Customer does not own the Service Address, or the Service Address is part of a multi-tenant environment Customer warrants that they have obtained any necessary permission from any necessary party including but not limited to the owner, landlord, or building manager for TSTT to be able to make any necessary alterations to the Service Address (including drilling and/or cutting of floors, walls, ceilings and other surfaces as required) to facilitate internet Service provision.

- 4.3 Customer agrees that Customer is responsible for making good any damage arising from any alterations made by TSTT to the Service Address necessary for Service provision of unless such damage is caused by the negligence of TSTT's employees, servants and/or agents.
- 4.4 Customer hereby indemnifies and agrees to keep TSTT indemnified against all costs, damages, proceedings, claims and other liabilities incurred by TSTT howsoever arising from any installation done where Customer did not comply with clause 4.2 above save where such costs, damages, proceedings, claims and other liabilities shall have arisen due to the negligence and or willful default of TSTT's employees, servants and/or agents.

## **5. TSTT's EQUIPMENT**

- 5.1 Title to the Equipment shall be retained by TSTT at all times and Customer may not remove, tamper with or obliterate any identification mark attached to the Equipment showing that it is TSTT's property. On all occasions when the ownership of the Equipment is relevant, Customer shall make clear to third parties that the same is TSTT's property.
- 5.2 Customer understands and agrees that repair or replacement of Equipment may delete stored content, reset personal settings or otherwise alter the Equipment.

## **6. CHARGES AND PAYMENT**

- 6.1 Customer agrees to pay all Charges for the internet Service set out in the Service Application Form. TSTT may revise these charges from time to time upon advance written notice to Customer.
- 6.2 Unless otherwise specified, charges set out in the Service Application Form are exclusive of installation charges.
- 6.3 Where the Customer or a third party agent acting on Customer's behalf completes the installation of the Service at the Service Address, billing shall commence two (2) days after the receipt of the gateway device by Customer or Customer's agent.
- 6.4 Where Customer reports a fault relating to TSTT's Equipment and/or Service and TSTT carries out an investigation and the fault is as a result of Customer's act or omission, TSTT reserves the right to invoice Customer the costs of carrying out the investigation and any necessary repairs and such costs will be reflected on Customer's monthly bill following the event.

## **7. USE OF SERVICE**

- 7.1 Customer shall comply with the requirements of section **H** of the terms and conditions and any other guidelines, instructions, regulations and policies governing the Service as notified by TSTT from time to time when using the internet Service.
- 7.2 Customer shall use the internet Service in accordance with TSTT's Fair Usage Policy.
- 7.3 Customer shall not use the internet Service to provide internet access to third parties for reward or otherwise resell the Service.
- 7.4 Customer shall not use any robot, spider or other automatic device or process to monitor or copy TSTT's web pages or any portion of content contained therein without TSTT's prior written permission.
- 7.5 Customer shall use the internet Service to post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating and/or destructive features.
- 7.6 Customer shall be solely responsible for providing any security, privacy or data integrity services or applications that Customer may desire for their computer network and any data stored on that network or accessed through the Service. The Customer acknowledges and assumes all liabilities relating to, and risks associated with unauthorized access by a third party via the Service to Customer's computer network and data.
- 7.7 TSTT shall not be liable for the unauthorized access by Customer to information held by other persons or organizations or for any virus or harmful program which may be introduced by Customer, or for any unlawful or unauthorized or fraudulent access to or use of Customer's internet Service by any person.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 TSTT hereby grants Customer a non-exclusive, non-transferable license to use any software provided to Customer in conjunction with the Service or to enable Customer to use the Service only. Customer shall not copy, decompile, reverse engineer or modify the software in any way or copy any accompanying manuals or documentation without TSTT's prior written consent.



- 8.2 All Equipment and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Equipment, and all information, documents, and materials on related web site(s) are the property of TSTT or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of TSTT or third-party providers are and shall remain the exclusive property of TSTT or third-party providers, and nothing in this Agreement shall grant Customer the right to or a license to use such Marks.

## **9. WARRANTY**

- 17.1 Except as expressly provided herein, TSTT makes no representations or warranties, either express or implied, with respect to the Service or Equipment provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from the course of dealing or the course of performance and TSTT hereby disclaims same. Without limiting the foregoing, TSTT disclaims any warranty that (i) the Service will meet Customer's requirements, (ii) the Service will be uninterrupted, timely, secure, and/or error-free, (iii) the results that may be obtained from the use of the Services will be accurate and/or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by Customer through the Services will meet Customer's expectations, or (v) the Services will not conflict or interfere with other Services provided by TSTT or third parties that Customer receives at the Service Address.

## **APPENDIX C**

### **FIXED VOICE SERVICE LEVEL AGREEMENT**

#### **1. INTERPRETATION**

**“Agreement”**

means in order of precedence, this Service Level Agreement the terms and conditions, the customer application form, hereto and any other documents agreed by both parties which is expressly stated to form part of this Agreement and sets out the terms under which TSTT will provide Service to the Customer.

**“Minimum Period”** means the period set out in the Service Application Form hereto or where none is specified, a period of twelve (12) months to commence from the date of activation of Service.

#### **2. TERM**

- 2.1 This Agreement takes effect on the date that the Customer signs the Service Application Form and shall continue for the minimum period unless earlier terminated in accordance with clauses **I** and **K** of the terms and conditions.
- 2.2 At the end of the Minimum Period, this Agreement shall continue for successive periods of twelve (12) months unless otherwise terminated by either Party in accordance with clause **K** of the terms and conditions.

#### **3. SERVICE PROVISION**

- 3.1 All dates and times specified to Customer for installation and activation of Service(s) are best estimates only. TSTT does not warrant that Service provision will occur according to a specified schedule and TSTT shall not be liable to Customer for failure to install and/or activate Service(s) at any specified dates and times. TSTT shall not be liable for any losses or other expenses sustained by Customer as a result of any delay and Customer shall not be entitled to refuse to accept Service(s) as a consequence of such delay.
- 3.2 TSTT does not warrant either that Service will be provisioned to Customer's location. TSTT does not warrant that the Service will be

provided error free or that Customer will have uninterrupted use and/or operation of the Equipment.

#### **4. ACCESS TO AND PREPARING THE PREMISES**

- 4.1 Customer shall, at their own expense, prepare the Service Address to any reasonable instructions given by TSTT and shall provide TSTT with all required access and authority to access or use the Service Address for the purpose of carrying out all works associated with installation and maintenance of the Service.
- 4.2 Where Customer does not own the Service Address, or the Service Address is part of a multi-tenant environment Customer warrants that they have obtained any necessary permission from any necessary party including but not limited to the owner, landlord, or building manager for TSTT to be able to make any necessary alterations to the Service Address (including drilling and/or cutting of floors, walls, ceilings and other surfaces as required) to facilitate Service provision.
- 4.3 Customer agrees that Customer is responsible for making good any damage arising from any alterations made by TSTT to the Service Address necessary for Service provision of unless such damage is caused by the negligence of TSTT's employees, servants and/or agents.
- 4.4 Customer hereby indemnifies and agrees to keep TSTT indemnified against all costs, damages, proceedings, claims and other liabilities incurred by TSTT howsoever arising from any installation done where Customer did not comply with clause 4.2 above save where such costs, damages, proceedings, claims and other liabilities shall have arisen due to the negligence and or willful default of TSTT's employees, servants and/or agents.

#### **5. USE OF SERVICE**

- 5.1 Customer shall comply with the requirements of section **H** of the terms and conditions and any other guidelines, instructions, regulations and policies governing the Service as notified by TSTT from time to time when using the fixed voice Service.

#### **6. CHARGES AND PAYMENT**

- 6.1 Customer agrees to pay all Charges for Service set out in the Service Application Form. TSTT may revise these charges from time to time upon advance written notice to Customer.

- 6.2 Unless otherwise specified, charges set out in the Service Application Form are exclusive of installation charges.
- 6.3 Where Customer reports a fault relating to TSTT's Equipment and/or Service and TSTT carries out an investigation and the fault is as a result of Customer's act or omission, TSTT reserves the right to invoice Customer the costs of carrying out the investigation and any necessary repairs and such costs will be reflected on Customer's monthly bill following the event.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 TSTT hereby grants Customer a non-exclusive, non-transferable license to use any software provided to Customer in conjunction with the Service or to enable Customer to use the Service only. Customer shall not copy, decompile, reverse engineer or modify the software in any way or copy any accompanying manuals or documentation without TSTT's prior written consent.
- 7.2 All Equipment and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Equipment, and all information, documents, and materials on related web site(s) are the property of TSTT or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of TSTT or third-party providers are and shall remain the exclusive property of TSTT or third-party providers, and nothing in this Agreement shall grant Customer the right to or a license to use such Marks.

## **8. WARRANTY**

- 7.1 Except as expressly provided herein, TSTT makes no representations or warranties, either express or implied, with respect to the Service or Equipment provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from the course of dealing or the course of performance and TSTT hereby disclaims same. Without limiting the foregoing, TSTT disclaims any warranty that (i) the Service will meet Customer's requirements, (ii) the Service will be uninterrupted, timely, secure, and/or error-free, (iii) the results that may be obtained from the use of the Services will be accurate and/or reliable, (iv) the quality of any

products, services, information, or other material purchased or obtained by Customer through the Services will meet Customer's expectations, or (v) the Services will not conflict or interfere with other Services provided by TSTT or third parties that Customer receives at the Service Address.

## APPENDIX D

### MOBILE SERVICES SERVICE LEVEL AGREEMENT

#### 1. INTERPRETATION

**"Agreement"**

means in order of precedence, this Service Level Agreement the terms and conditions, the customer application form, hereto and any other documents agreed by both parties which is expressly stated to form part of this Agreement and sets out the terms under which TSTT will provide Service to the Customer.

**"Access Charges"** means the cost of monthly activation, call plan and features.

**"Airtime"** means use of the Mobile Network in consideration of payment of usage charges.

**"Credits"** mean the value of the Services remaining on the Top Up which is available for use by Customer.

**"Effective Date"** means (i) in the case of prepaid Services, the date when the Services are first used by Customer; and (ii) in the case of post-paid Services, in accordance with clause 2.1 below.

**"Equipment"** means the SIM Card and/or the Customer Equipment connected to TSTT's Mobile Network.

**"Grace period"** means that time within which a mobile account can be reactivated once it has expired.

**"GSM"** means Global System for Mobile Communication.

**"Minimum Period"** means the period set out in the Service Application Form hereto or where none is specified, a period of twenty four (24) months to commence from the date of activation of Service.

**"Mobile Network"** means the digital mobile communications system provided by TSTT.

**"Prescribed period"** means the time during which unexpired usage credits

can be used to pay for services. This period is specified to the customer in a text message upon top up of the account. The customer can also check the credit validity end date by dialing \*120# or any other code provided by TSTT.

**"Roaming"** means the use of mobile voice, data and associated mobile services using a TSTT SIM Card while outside of the country of Trinidad and Tobago.

**"Service"** means the mobile voice, data, and associated services provided by TSTT.

**"Service Address"** means the address (or any subsequent address to which Customer moves) at which TSTT will bill Customer for the Service(s) provided.

**"Service Start Date"** means (i) in the case of prepaid Services, the date that the Service is first used by Customer; and (ii) in the case of post-paid Services, the date that the Service becomes operational;

**"SIM Card"** means the Subscriber Identity Module used with a compatible mobile device to access TSTT's Mobile Network for prepaid or post-paid Service.

**"Special Activation Charges"** means the additional costs for the activation of certain Service(s) including but not limited to the activation of Postpaid Roaming and Bulk SMS service as specified from time to time on TSTT's website.

**"Top Up"** means the prepaid product which Customer purchases from TSTT or other authorized agents which will enable Customer to access the Service.

**"Usage Charges"** means the cost for airtime use, toll charges, roaming and data transfer and additional telephone services.

## **2. TERM**

2.1 This Agreement takes effect on the date that the Customer signs the Service Application and in the case of postpaid Service shall continue for the Minimum Period of twenty-four (24) months unless earlier terminated in accordance with paragraphs **I** and **K** of the terms and conditions.

2.2 At the end of the Minimum Period, this Agreement shall continue for successive periods of twelve (12) months unless otherwise terminated by either Party in accordance with paragraph **K** of the terms and conditions.

### **3. SALE AND RENTAL OF TSTT's EQUIPMENT**

- 3.1 For provisions relating to sale and rental of TSTT Equipment refer to paragraph **G** (2) of the terms and conditions.
- 3.2 Operating supplies are not included as part of the TSTT Equipment.

### **4. CUSTOMER EQUIPMENT**

- 4.1 When Customer subscribes to the Service but uses Customer Equipment such Equipment must comply with standards as determined by TSTT which standards may be subject to change from time to time at TSTT's discretion.
- 4.2 TSTT can only provide the Service to a customer using Customer Equipment if TSTT can programme such Customer Equipment. Customer agrees that it is Customer's responsibility to provide TSTT with all information necessary to program the Customer Equipment, including the name and address of the manufacturer of the Customer Equipment, and the initialization and programming instructions for the Customer Equipment. TSTT is under no obligation to obtain this information from the manufacturer or any other source and TSTT cannot guarantee provision of Service to Customer using Customer Equipment.

### **5. SERVICE PROVISION**

- 5.1 TSTT will supply Customer with a telephone number to use in connection with the Service and only one unit of Equipment may use that assigned telephone number. TSTT reserves the right to change in whole or in part such telephone number and/or any codes other code used to denote Customer's network address.
- 5.2 Where a Customer wishes to move or port their assigned TSTT telephone number to another telecommunications service provider, TSTT shall treat such a request as a request to terminate TSTT's Services and the provisions of paragraph **K** above shall apply to such termination.
- 5.3 When Customer Equipment is activated for TSTT's Services, Customer will receive a SIM Card. This SIM Card contains a Microchip that is the brain of the Customer Equipment and identifies Customer on TSTT's Mobile Network. It also stores information about Customer's telephone number, service and registration. The GSM-based Service will not work without the SIM Card, so Customer must keep the SIM Card with them at all times and have it correctly installed in the Customer Equipment.



- 5.4 If Customer uses the same SIM Card in more than one type of mobile device, such usage will be automatically charged to Customer's Account.
- 5.5 The SIM Card is Customer's property, and must be kept safe and in good condition. Any loss of, or damage to, a SIM Card is at Customer's risk and Customer must pay a replacement fee for lost and damaged SIM Cards. A replacement fee will not be charged where a SIM Card supplied to Customer by TSTT or TSTT's authorized agent is faulty or defective and is returned to TSTT within the applicable warranty period of twelve (12) months.
- 5.6 TSTT will make all commercially reasonable efforts to ensure Customer's privacy while using TSTT's Mobile Network, however, since wireless systems use radio channels to transmit voice and data communications over a complex network privacy cannot be guaranteed and TSTT will not be liable to Customer for any lack of privacy which Customer may experience using the Service.
- 5.7 TSTT does not warrant either that Service will be provisioned to Customer's location. TSTT does not warrant that the Service will be provided error free or that Customer will have uninterrupted use and/or operation of the Equipment.

## **6. DELIVERY OF PRE PAID CARD AND CREDITS**

- 6.1 Usage Credits are valid for a prescribed number of days from the day that a Top Up is activated. Credits must be utilized within the prescribed period and Credits not used within the prescribed periods will expire at the end of the particular period.
- 6.2 If Customer adds additional Call Credits to their Account within the prescribed period, the Account is extended for an additional number of days from the latest top-up date. The additional number of days is the number prescribed for the value of the Top up.
- 6.3 Customer must in any event top-up their account within the Grace Period prescribed for the last Top Up activated on the Account. If Customer fails to top up within the required timeframe, Customer may lose their assigned telephone number and may have to obtain a new SIM Card for obtaining a new telephone number.
- 6.4 Call Credits are neither refundable nor redeemable for cash.

## **7. USE OF SERVICE**

Customer shall comply with the requirements of section **H** of the terms and conditions and any other guidelines, instructions, regulations and policies governing the Service as notified by TSTT from time to time when using the mobile Service.

## **8. CHARGES AND PAYMENT**

8.1 Customer agrees to pay all Charges for Service set out in the Service Application Form. TSTT may revise these charges from time to time upon advance written notice to Customer.

8.2 Usage Charges shall be charged at the rates prevailing at the time of connection of the Service. Customer understands and agrees that Customer is responsible for payment of all Usage Charges inclusive of calls that are answered by fax machines, answering machines and all other forms of equipment, or facilities connected to the dialed number. Even where outgoing international direct dialing service has been barred Customer is responsible for all Charges for incoming international collect calls accepted by Customer. In case of any dispute arising from incoming collect calls the statement of the distant administration shall be conclusive evidence that such call was accepted.

### **8.3 Postpaid Service Charges**

- (a) Access Charges are payable monthly in advance;
- (b) Usage Charges are payable monthly in arrears and are billed at the end of the billing cycle in which they were incurred;
- (c) TSTT may at TSTT's discretion vary Customer's billing cycle depending on Customer's typical spending levels. TSTT may also change Customer's billing date for operational reasons;
- (d) Where Customer has agreed to pay their bill by direct debit or credit card, Customer hereby authorises TSTT to alter Customer's variable direct debit or credit card instruction in accordance with the charges applicable to Customer's Service. TSTT shall notify Customer's bank or card issuer of the amount due for each billing period.

### **8.4 Prepaid Service Charges**

- (a) Access Charges are payable daily in advance;

- (b) Prepaid Usage Charges are charged at the rates prevailing at the time of usage;
- (c) Customer pre-pays for Service by topping-up their Account either by purchasing additional cards or via electronic "Top Up" systems. Each time the Service is used by Customer (or by someone else using the Equipment), the usage Credits purchased are reduced in accordance with the Usage Charges. Customer agrees that TSTT's records determine how much Customer's account is topped-up and the rate of use of the Service. Customer understands and agrees that pre- payments are not repayable by TSTT.
- (d) In the event that Usage Charges are not decremented in real time, whenever TSTT becomes aware of the Usage Charge discrepancy, TSTT shall decrement the Usage Charges from Customer's Account to reflect Customer's actual usage of the Service.

7.6 For additional terms relating to bill payment and queries refer to paragraph **C** of the terms and conditions.

## **9. MAINTENANCE OF SERVICE AND EQUIPMENT**

- 9.1 TSTT shall provide such maintenance and repair as TSTT considers reasonably necessary to provide the Service.
- 9.2 For additional terms relating to maintenance of Service and Equipment, refer to paragraph **H** of the terms and conditions.

## **10. LOSS OR THEFT OF EQUIPMENT**

- 10.1 In the event of loss or theft of Equipment:
  - (a) In the case of prepaid Services, Customer shall immediately notify TSTT via TSTT's customer care contact of the loss or theft. On receipt of the notification TSTT will immediately bar the Equipment from making or receiving calls. If the Equipment is subsequently recovered, Customer can make a request that the bar be lifted on the Equipment.
  - (b) In the case of post-paid Services, Customer shall immediately orally notify TSTT of the loss or theft (with written confirmation to follow within 24 hours). On receipt of the oral notification TSTT will

immediately bar the Equipment from making or receiving calls. If the Equipment is subsequently recovered Customer can make a request that the bar be lifted on the Equipment.

- (c) Customer agree that until such notice of the loss or theft has been properly received by TSTT in accordance with clause 8.1 (a) and (b) above any Usage Charges incurred shall be payable by Customer.

## **11. FAIR USAGE AND SUSPENSION OF SERVICE**

- 11.1 When using TSTT's Services, Customer must comply with TSTT's Fair Usage Policy. Customer agrees to review and accept TSTT's Fair Usage Policy which Customer can read on TSTT's website.
- 11.2 TSTT may suspend Customer's postpaid Service where Customer's usage has increased to such an extent that it appears, in TSTT's reasonable opinion, that the Service is not being used by Customer in a manner consistent with previous usage.
- 11.3 TSTT will make reasonable efforts to contact Customer before suspending the Service so that Customer may increase their credit limit or make payment toward their Account. TSTT shall not be liable for any loss suffered by Customer if TSTT is unable to contact Customer prior to suspending Service.
- 11.4 If Customer's Service is suspended, Service will be restored only when Customer satisfies TSTT that Customer is aware of the increase in use of the Service and that Customer will pay the Usage Charges relating to such increased usage.
- 11.5 TSTT may also bar Customer from making international calls and/or premium rated calls if, in TSTT's reasonable opinion, the Charges for such calls form a significant proportion of the Usage Charges.
- 11.6 For additional terms relating to suspension of Service, refer to paragraph **I** of the terms and conditions.

## **12. TERMINATION**

- 12.1 TSTT may terminate this Agreement prior to the Service Start Date where it proves impossible, by reason of construction or network requirements to provide the Service to Customer. In such circumstances Customer will be refunded any monies paid to TSTT towards Service.

- 12.2 Where Customer wishes to terminate a post-paid Service, or prepaid Service Customer agrees to pay the Service Charges and Usage Charges up to the date of termination or until Customer stops using the Service, whichever is later.
- 12.3 Where Customer wishes to terminate a prepaid Service, TSTT will terminate the Service on receipt of Customer's notice of termination.
- 12.4 TSTT may terminate Customer's prepaid Service without prior notice if Customer's Account maintains a zero balance beyond the end of the grace period prescribed for the last Top-Up activated on the Account.
- 12.5 For additional terms relating to termination of Service, refer to paragraph **K** of the terms and conditions.

## APPENDIX E

### SECURITY SERVICES SERVICE LEVEL AGREEMENT

#### 1. INTERPRETATION

**“Agreement”**

means in order of precedence, this Service Level Agreement the terms and conditions, the customer application form, hereto and any other documents agreed by both parties which is expressly stated to form part of this Agreement and sets out the terms under which TSTT will provide Service to the Customer.

**“Alarm Monitoring”** means remote monitoring by TSTT’s Alarm Monitoring Centre of the Alarm System installed at a Service Address.

**“Alarm System”** means control panel, sensors, key fobs.

**“Response Service”** means the dispatch of private security to the Service Address in the event of an alarm/emergency.

**“Minimum Period”** means the period set out in the Service Application Form hereto or where none is specified, a period of thirty six (36) months to commence from the date of activation of Service.

**“Service”** means the provision of Alarm Monitoring and/or Response Service using the Alarm System via TSTT’s network.

#### 2. TERM

2.1 This Agreement takes effect on the date that the Customer signs the Service Application Form and shall continue for the minimum period unless earlier terminated in accordance with clauses **I** and **K** of the terms and conditions.

2.2 At the end of the Minimum Period, this Agreement shall continue for successive periods of twelve (12) months unless otherwise terminated by either Party in accordance with clause **K** of the terms and conditions.

### **3. SERVICE PROVISION**

- 3.1 TSTT will provide to Customer a unique account number, and install a control panel and other peripheral devices necessary to facilitate the Service requested by Customer.
- 3.2 The Alarm Monitoring Service and Response Service is provided for Customer at the Service Address only.
- 3.3 All dates and times specified to Customer for installation and activation of Service(s) are best estimates only. TSTT does not warrant that Service provision will occur according to a specified schedule and TSTT shall not be liable to Customer for failure to install and/or activate Service(s) at any specified dates and times. TSTT shall not be liable for any losses or other expenses sustained by Customer as a result of any delay and Customer shall not be entitled to refuse to accept Service(s) as a consequence of such delay.
- 3.4 Where Customer subscribes to the Alarm Service only, TSTT's sole responsibility shall be to provide alarm monitoring and notification services to Customer. TSTT shall use its reasonable commercial efforts to contact Customer and/or anyone on an emergency contact list (provided in advance by Customer to TSTT) by telephone, to ascertain whether the alarm is false. If TSTT is unable to contact Customer and/or someone on Customer's emergency contact list, or if TSTT in its absolute reasonable discretion questions the response TSTT receives upon such contact, TSTT shall use reasonable commercial efforts to notify the local police service of the alarm and the circumstances surrounding the alarm of which TSTT is aware.
- 3.5 Where Customer subscribes to the Alarm Service together with the Response Service, TSTT's sole obligation under this Agreement shall be to immediately dispatch a security officer to visit the Service Address to ensure that any security breaches are reasonably handled. Customer hereby authorizes access to the Service Address for response personnel to respond to an alarm at the Service Address. TSTT shall also use reasonable efforts to notify the local police service of the alarm and the circumstances surrounding the alarm of which TSTT is aware.
- 3.6 TSTT shall use reasonable efforts to keep Customer apprised of any steps and/or any action that is taken by TSTT's alarm monitoring facility and/or any security officer as it pertains to securing the Service Address.

- 3.7 Where Customer subscribes to any of the following monitoring Services:
- (i) Video verification Service;
  - (ii) Smoke detection and alarm Service;
  - (iii) Flood detection Service;
  - (iv) Medical alert monitoring and response Service

whenever TSTT receives an alarm notification TSTT shall use its reasonable efforts to contact Customer and/or anyone on an emergency contact list (provided in advance by Customer to TSTT) by telephone, to ascertain whether the alarm is false. In circumstances where:

- (a) TSTT is unable to contact Customer and/or someone on Customer's emergency contact list, or
- (b) upon contacting Customer or Customer's emergency contact, TSTT is informed (or based on responses has reason to believe) that there exists an imminent danger or threat to life, limb safety or security
- (v) TSTT at its absolute discretion shall use reasonable efforts to contact the national emergency service responders (Trinidad and Tobago Fire Services in the case of Smoke Detection and Alarm Services and National Emergency Ambulance Service (EMS) in the case of Medical alert monitoring and response Service) and/or the local police as may be required) to inform them of the alarm and the circumstances surrounding the alarm of which TSTT is aware.

3.8 Customer hereby authorises the Responders to access the Service Address for the purposes of handling what in their discretion they consider to be a security breach or a possible security breach. Further, Customer accepts when responding to an alarm it may be necessary for the Responders when at the Service Address to damage or destroy property (including doors, windows gates, landscaping, walls, cabinetry, furniture, fixtures, fittings) to gain access to the Service Address or to pursue or apprehend any persons found carrying out or engaging in what the responders believe to be criminal activity.

3.9 Customer understands and agrees that TSTT may sub contract the provision of the Response Service and TSTT does not warrant or make any representation and accepts no liability in relation to quality and timeliness of any response to any alarm received from the Service Address.



- 3.10 TSTT does not warrant that Security Service(s) will be provisioned to Customer's location. TSTT does not warrant that the Service(s) will be provided error free or that Customer will have uninterrupted use and/or operation of the Equipment.

#### **4. ACCESS TO AND PREPARING THE PREMISES**

- 4.1 Customer shall, at their own expense, prepare the Service Address to any reasonable instructions given by TSTT and shall provide TSTT with all required access and authority to access or use the Service Address for the purpose of carrying out all works associated with installation and maintenance of the Service.
- 4.2 Where Customer does not own the Service Address, or the Service Address is part of a multi-tenant environment Customer warrants that they have obtained any necessary permission from any necessary party including but not limited to the owner, landlord, or building manager for TSTT to be able to make any necessary alterations to the Service Address (including drilling and/or cutting of floors, walls, ceilings and other surfaces as required) to facilitate Service provision.
- 4.3 Customer agrees that Customer is responsible for making good any damage arising from any alterations made by TSTT to the Service Address necessary for Service provision of unless such damage is caused by the negligence of TSTT's employees, servants and/or agents.
- 4.4 Customer hereby indemnifies and agrees to keep TSTT indemnified against all costs, damages, proceedings, claims and other liabilities incurred by TSTT howsoever arising from any installation done where Customer did not comply with clause 4.2 above save where such costs, damages, proceedings, claims and other liabilities shall have arisen due to the negligence and or willful default of TSTT's employees, servants and/or agents.

#### **5. USE OF SERVICE**

- 5.1 When arming the Alarm System, Customer shall ensure that the Alarm System is armed in accordance with the instructions contained in the user manual provided to Customer by TSTT on installation of the Equipment.
- 5.2 Customer understands and agrees that if Customer does not arm the Alarm System, the Alarm System will not be functional and TSTT shall not be

liable for non-functionality of the Alarm Service due to Customer's default in arming the Alarm System.

- 5.3 Customer acknowledges that TSTT has no physical control of the Alarm System or its mode of transmission. Customer acknowledges and agrees that Customer has a responsibility to verify proper operation of the Alarm System by testing the Alarm System from time to time.
- 5.4 Customer's testing shall include but shall not be limited to, walk testing all Equipment, verifying proper operation of the Alarm System and immediately reporting to TSTT any claimed inadequacy in, or failure of, the Alarm System. Immediately prior to testing the Equipment, Customer shall call the Alarm Centre using the telephone number displayed on the control panel.
- 5.5 For terms relating to use of Equipment in relation to the Service refer to paragraph **G** of the terms and conditions

## **6. CHARGES AND PAYMENT**

- 6.1 Customer agrees to pay all Charges for Service set out in the Service Application Form. TSTT may revise these charges from time to time upon advance written notice to Customer.
- 6.2 Unless otherwise specified, charges set out in the Service Application Form are exclusive of installation charges.
- 6.3 Customer shall be charged a fee for false alarms and shall be liable for any other charges or expenses incurred by TSTT in relation to a false alarm, except if such false alarm is as a result of Equipment malfunction.
- 6.4 Where Customer reports a fault relating to TSTT's Equipment and/or Service and TSTT carries out an investigation and the fault is as a result of Customer's act or omission, TSTT reserves the right to invoice Customer the costs of carrying out the investigation and any necessary repairs and such costs will be reflected on Customer's monthly bill following the event.

## **7. MAINTENANCE OF SERVICE AND EQUIPMENT**

- 7.1 TSTT shall provide such maintenance and repair as TSTT considers reasonably necessary to provide the Service.

- 7.2 For additional terms relating to maintenance of Service and Equipment, refer to paragraph **H** (2) of the terms and conditions.

**8. RELOCATION AND/OR REMOVAL OF ALARM SYSTEM**

For terms relating relocation and/or removal of Service, refer to paragraphs **H**(3) and **H** (4), **I** and **K** of the terms and conditions.

**9. TRANSFER OF ALARM SYSTEM AND SERVICE**

For terms relating to transfer of Service, refer to paragraph **H** (3) and **H** (4) of the terms and conditions.

**10. WARRANTY**

- 10.1 Except as expressly provided herein, TSTT makes no representations or warranties, either express or implied, with respect to the Service or Equipment provided hereunder, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from the course of dealing or the course of performance and TSTT hereby disclaims same. Without limiting the foregoing, TSTT disclaims any warranty that (i) the Service will meet Customer's requirements, (ii) the Service will be uninterrupted, timely, secure, and/or error-free, (iii) the results that may be obtained from the use of the Services will be accurate and/or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by Customer through the Services will meet Customer's expectations, or (v) the Services will not conflict or interfere with other Services provided by TSTT or third parties that Customer receives at the Service Address.

**11. TERMINATION**

- 11.1 For terms relating to termination of Service, refer to paragraph **G** (2) (c) and **K** of the terms and conditions.

## APPENDIX F

### MOBILE APPLICATIONS SERVICE LEVEL AGREEMENT

#### 1. INTERPRETATION

**“Agreement”** means in order of precedence, this Service Level Agreement the terms and conditions, any other documents agreed by both parties which is expressly stated to form part of this Agreement and sets out the terms under which TSTT will provide Service to the Customer.

**“App”** means any Application / Software program provided by TSTT and downloaded by Customer on any mobile device.

**“App Store”** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) from which the App has been downloaded.

**“Service”** means provision of an App for Customer’s use.

#### 2. TERM

2.1 This Agreement takes effect on the date that the Customer signs up for the Service and will continue unless either Customer or TSTT terminates this Agreement by giving the other 30 days written notice.

2.2 Notwithstanding clause 2.1 above, TSTT may terminate this Agreement if TSTT believes that Customer is in breach of this Agreement.

#### 3. USER ACCOUNT

3.1 When creating an account, Customer must provide accurate information. Failure to do so constitutes a breach of this Agreement, which may result in immediate termination of Customer’s Account.

3.2 Customer is solely responsible for keeping all passwords and other login credentials confidential and Customer will be responsible for all use of Customer’s Account and password.

3.3 Customer agrees not to disclose passwords to any third party. Customer must notify TSTT immediately upon becoming aware of any breach of security or unauthorized use of Customer’s account.

#### **4. MOBILE APP LICENSE**

- 4.1 TSTT grants Customer a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by Customer and to access and use the mobile App on such devices strictly in accordance with the terms and conditions of this license.
- 4.2 Customer must not: (i) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (ii) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (iii) violate any applicable laws, rules, or regulations in connection with Customer's access or use of the App; (iv) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by TSTT or the licensors of the App; (v) use the App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (v1) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (vii) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (viii) use the App to send automated queries to any website or to send any unsolicited commercial e-mail; or (ix) use any proprietary information or any of TSTT's interfaces or TSTT's other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

#### **5. INTELLECTUAL PROPERTY**

All software used to provide the Service and all information, documents and materials on related web site(s) are the property of TSTT or third-party providers and are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "Marks") of TSTT or third-party providers are and shall remain the exclusive property of TSTT or third-party providers, and nothing in this Agreement grants Customer the right to or a license to use such Marks.

#### **6. DATA COLLECTION AND PRIVACY**

Customer understands that data collection is an integral part of the Service and agrees to TSTT collecting and utilizing Customer data in accordance with TSTT's Privacy Policy as may be amended from time to time.

**7. WARRANTY**

Except as expressly provided herein, TSTT makes no representations or warranties, either express or implied, with respect to the Service including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and any implied warranties arising from the course of dealing or the course of performance and TSTT hereby disclaims same. Without limiting the foregoing, TSTT disclaims any warranty that (i) the Service will meet Customer's requirements, (ii) the Service will be uninterrupted, timely, secure, and/or error-free, (iii) the results that may be obtained from the use of the Services will be accurate and/or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by Customer through the Services will meet Customer's expectations, or (v) the Services will not conflict or interfere with other Services provided by TSTT or third parties.

**8. SUSPENSION OR DISCONTINUATION OF SERVICE**

TSTT may change, suspend or discontinue the Service at any time. TSTT may also limit the use of or access to certain features of the Service if necessary without notice or liability.

**9. DISPUTE RESOLUTION**

Customer agrees that if any dispute arises in relation to the Services, Customer will first try to resolve the dispute informally by contacting TSTT.

**10. GOVERNING LAW**

This Agreement is governed by the laws of Trinidad and Tobago and the Parties must submit themselves to the exclusive jurisdiction of the courts of Trinidad and Tobago.