

# COLUMBUS COMMUNICATIONS GRENADA LIMITED

## VOICE SERVICES ("FLOW TALK")

### TERMS AND CONDITIONS OF SERVICE

#### 1. GENERAL TERMS AND CONDITIONS

a. The customer that has placed an order for and received such services from Columbus Communications Grenada Limited ("Columbus") for his/her personal use at his/her premises (the "Customer") understands that he/she is responsible for all users of Columbus' services (the "Service") and equipment (the "Equipment") at his/her premises, identified in this receipt, (the "Premises") and is liable to Columbus for any damage or loss to its Network, Service or Equipment resulting from any acts and/or omissions of such users. Customer acknowledges and agrees that he is solely responsible and liable to Columbus for any and all breaches of the Terms and Conditions of Service (the "Agreement") whether such breach is the result of use of the Service and/or Equipment by Customer or by any other user. Customer agrees to indemnify and hold harmless Columbus against all and any claims and expenses (including reasonable attorney fees) arising out of the unauthorised use of the Service and/or Equipment by any other user or person at the Premises or elsewhere.

\* Equipment refers to any device supplied to the Customer by Columbus in provision of the requested Service

b. Customer agrees not to authorise, consent to or cause (directly or indirectly) the distribution, transmission and/or use of the Service at any place other than the Premises and understands that to do so may result in the immediate termination of the Service.

c. Customer acknowledges and warrants that he/she owns, leases and occupies the Premises or is the duly authorised agent of the owner, landlord or occupier and is authorised thereby to connect the Service on either of their behalf to the Premises.

#### 2. EQUIPMENT

a. **Ownership of Equipment:** Customer acknowledges that all the Equipment shall remain at all times the property of Columbus or its designee and warrants and undertakes not to sell, transfer, lease, encumber, assign or otherwise dispose of all or any part of the Equipment to any third party or otherwise. Customer shall be liable to Columbus for the replacement costs of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or any part thereof, together with any incidental costs reasonably incurred by Columbus in the replacement or recovery thereof.

##### b. Care of Equipment:

(i) Customer shall at all times use the Equipment with due care and in a proper manner. Upon the termination of this agreement for whatever cause Customer shall return any/ all Equipment to Columbus in the same state and condition as when received from Columbus, except for reasonable wear and tear. Without prejudice to any other rights Columbus may have in law, Columbus retains the right to charge Customer for the cost of repairing and/or replacing any Equipment damaged while in possession of Customer.

(ii) Equipment is for use exclusively at the premises by the Customer or anyone authorized thereby to receive services offered by Columbus.

(iii) Customer shall be responsible for the care and maintenance of the Equipment whilst in his/her possession and liable for any damage resulting from negligent handling, misuse or abuse of the Equipment (except for normal wear and tear). Customer shall not open, alter, repair, disassemble or tamper with the Equipment.

Customer understands that failure to observe the requirements in paragraphs C (i), (ii) & (iii) above will be grounds for termination of Service without notice by Columbus. Columbus reserves the right to pursue any legal recourse to recover any damages incurred.

c. **Installation and Access of Equipment:** Customer authorises Columbus and its duly authorised agents, servants and workmen at all reasonable times upon due notice being given to enter the Premises and install, maintain, inspect, repair or remove all or any Equipment.

d. **Tampering of Equipment:** Columbus or its authorised agents shall have the sole and exclusive right to make all repairs and modifications to the Equipment and provide the Service to the Premises. Customers shall not disturb, tamper with, re-route or in any way interfere with any Equipment or any component, installation and/or equipment necessary for the provision of the Service, nor attach any unauthorised device or facility to any Equipment or to the Network. All connections to and from the Network to the Premises must be made by or with the prior written consent of Columbus or its duly authorised agents. Customer shall not authorise, agree to and/or permit any unauthorised connection being made from the Premises and any Equipment or transmit and/or distribute the Service or any signals or benefits therefrom via any unauthorised device or unauthorised connection to any location whether on or off the Premises. Customer understands that a breach of this provision entitles Columbus to terminate this agreement and disconnect the Service without notice to the Customer. Columbus shall at all times have the right to disconnect any unauthorised device or connection to the Equipment or Network without notice to the Customer.

e. **Relocating Equipment:** Customer shall not relocate the Equipment to any location other than the Premises without first obtaining the approval of Columbus. Columbus may grant its approval subject to such terms and conditions as it thinks reasonably necessary provided that the Customer is not in arrears of any Fees. Customer shall be liable for all or any additional charges incurred in any relocation of the Equipment and Service. In all cases, Customer shall notify Columbus.

f. **Return of Equipment:** In the event of disconnection of the Service by Columbus for whatever cause, Customer shall return all Equipment to Columbus in good condition (fair wear and tear excepted) within twenty-one (21) days from the date of such disconnection, failing which, Customer understands that the Equipment shall be deemed by Columbus to be lost, damaged beyond repair and/or destroyed and Customer shall be liable to Columbus for all costs incurred by Columbus in the replacement thereof.

g. **The Customer's Equipment:** Columbus shall not be liable whatsoever for any damage, loss or destruction to Customer's Property, except in cases of negligence or willful misconduct by Columbus, in which case Columbus shall only be liable for the costs of the actual damages. Customer hereby waives all other rights to any other relief or remedy available to him/her for such losses.

h. **Security Deposit for Equipment:** Columbus may require, at its discretion, a refundable security deposit from Customer in an amount deemed adequate by Columbus for each piece of Equipment. Upon disconnection of the Service and return of the Equipment in good condition (except for fair wear and tear), Columbus shall refund the security deposit to Customer, provided that there is no outstanding balance on Customer's account. In the event of an outstanding balance the security deposit shall be applied to the liquidation of such outstanding balance with any excess being refunded to Customer.

#### 3. PAYMENT TERMS

##### a. Monthly Service Fees:

(i) Customer shall pay monthly fees as may be determined by Columbus and set forth in Columbus's Price List, a copy of which will be published on Columbus' website at a minimum.

(ii) All Fees shall be invoiced on the 1st working day of the month. Customer shall pay monthly on his/her account, even when not in receipt of an invoice. If a current invoice is not received by the 10th day of the month, Columbus shall supply Customer with a copy upon request at any Columbus Customer Care Centre.

(iii) Fees shall be due, in advance, on the 1st working day of each month and payable within 30 days from the date of the invoice, after which they may be deemed overdue and subject to an interest charge at a rate of 2.5% per month.

##### b. Installation Charges:

(i) Customer shall pay all charges, including VAT, incurred in the installation of the Equipment and Service at the Premises at the time of installation or in accordance with Columbus's current billing policies.

(ii) Customer shall pay all installation charges and one (1) month's fees in advance of the connection of the Service

(iii) A non-refundable administrative service charge shall be payable by Customers that cancel the Service prior to the installation thereof.

c. **Returned cheques:** All dishonoured cheques or cheques endorsed "Refer to the Drawer" are subject to an administrative service charge and Customer shall be required to settle all outstanding balances on their Columbus account by cash, certified cheque or money order ONLY.

Note- Columbus reserves the right to refuse future cheque payment from customers with a history of cheques being dishonoured by their respective Bankers.

d. **Price Changes:** Columbus reserves the right to change the monthly fee and installation charges at any time at its discretion, subject to the laws of Grenada, Carriacou and Petit Martinique, and obligations of Columbus under its Licence to provide telecommunications services.

e. **Service Package Changes:** Columbus has the right to change its packages with respect to additions, deletions, re-arrangements, tiering or packaging for any level of the Service at any time without consulting with, and without incurring liability to Customer.

f. **Billing Errors:** Subject to applicable law, Customer must notify Columbus of any billing errors, adjustment or other requests for credit within six (6) months from the month in which the discrepancy, error or loss of Service occurred.

g. **Disconnection for non-payment:** Customer's failure to settle an account within 30 days from the date of the invoice may result in disconnection of the Service to Customer. No reconnection of the Service by Columbus in whole or in part, shall be made until all outstanding amounts, fees, charges and costs are paid in full by the Customer, in addition to the payment, in advance, of a reconnection fee, security deposit and one (1) month's fees. In the event Customer is disconnected twice within one year, Columbus may, at its sole option, require Customer to pay an additional security deposit prior to reconnection of Service.

#### 4. TERMINATION AND SUSPENSION OF SERVICE

a. Customer shall give at least 30 days notice to Columbus to disconnect the Service. Customer shall permit Columbus or its employees, agents, contractors, or representatives access to the Premises, at an agreed and reasonable time, to disconnect the Service and remove any Equipment from the Premises. Failure by Columbus to remove any Equipment shall not constitute abandonment by Columbus.

b. Columbus may restrict, block, suspend or terminate any or all of Customer's Services or accounts, including other services provided by Columbus or a related Columbus entity to the Customer, and including 911 service, or identifiers in any way, without notice or liability to Customer, if:

- (i) Customer in breach of the Service Agreement, including non-payment of your charges or noncompliance with any Policies;
- (ii) Customer does not maintain Service usage within the prescribed credit limit;
- (iii) Customer exceeds reasonable usage limits, as determined by us;
- (iv) Customer has given us false, misleading or outdated information;
- (v) Columbus reasonably suspects or determines that any of your account, identifiers, Services or Equipment is the subject of fraudulent, unlawful, unauthorized or improper usage or usage that adversely affects Columbus' operations or the use of Columbus' services or facilities by others;
- (vi) Customer harasses, threatens or abuses Columbus or Columbus' employees or agents;
- (vii) Customer fraudulently or improperly seeks to avoid payment to Columbus;
- (viii) Bankruptcy or insolvency proceedings are instituted by or against Customer;
- (ix) Any account or service on which Customer's Services depend is terminated for any reason; or
- (x) Columbus reasonably believes that there is an emergency or extreme circumstance that would warrant such action.

c. If Columbus restricts, suspends, blocks or terminates Customer's Services or accounts:

- (i) Customer must pay any amounts owing;
- (ii) Columbus may also suspend, block or terminate, without notice or liability, Customer's Services under any other agreement or account that Customer may have with Columbus or a related Columbus entity (including accounts that may be in good standing);
- (iii) Customer's access to emergency or special needs services (e.g., 911) may also be restricted, suspended, blocked or terminated; and
- (iv) Customer's rates for services with related Columbus' entities may change in accordance with the terms of those services.

5. **REPAIRS AND SERVICE CHARGES:** Columbus is not responsible for problems with the operation of any Customer-owned equipment. In the event that Columbus' repair service is requested at the Premises by Customer for any problems which, in Columbus's reasonable judgment, were caused by Customer Service, Network and Equipment, Columbus may impose a reasonable service charge for each such visit. Columbus's employees or agents shall not service Customer Equipment.

6. **INTERRUPTION OF SERVICES:** The Equipment and Service are provided by Columbus "as is", without warranty of any kind. Columbus does not warrant uninterrupted use or operation of the Equipment or Service to the Customer. Sole remedy for service interruption shall be pro rata refund, that Columbus shall not be liable to compensate any customer for any disruption or break in the transmission of the service, breakdown or failure of the Network or any inability by Columbus to repair or replace any Columbus Equipment, the duration of which for less than twenty four (24) hours. Columbus shall use its best effort to maintain and repair the Service, Network and Equipment promptly but assumes no responsibility for the following:

- (i) Commercial power failures
- (ii) Statutory regulations, which may restrict, alter or otherwise eliminate certain elements of service
- (iii) The failure or cessation, in whole or part, of telecommunications network systems and facilities and/or other services provided by common carriers or utilities to Columbus
- (iv) Battery replacement in Equipment
- (v) Work stoppage due to labor dispute, strikes and civil unrest
- (vi) Acts of God, including floods, storms, hurricanes, wind, lightning accidents, earthquakes and adverse atmospheric conditions
- (vii) Sabotage, theft or intentional or malicious damage to the Columbus Network or Equipment
- (viii) Negligent acts of the Customer or anyone authorised thereby to use the Service
- (ix) Any other interruption in the Service not caused by an intentional or negligent act of Columbus or which is beyond the control of Columbus

7. **TRANSFER OF SERVICE:** In the event Customer requests a transfer of the Service, and continues to reside within Columbus' service area, this Agreement shall remain in full force and effect. Columbus reserves the right to charge installation or transfer fee(s) in accordance with Columbus' policy.

8. **WORK ORDERS:** All Work Orders used to establish any new Customer account or to make any change to any existing Customer account and any information recorded on such Work Orders automatically become part of this Agreement.

9. **AMENDMENT:** Columbus may at any time and at its sole discretion, change, modify, add or remove portions of this Agreement; increase, decrease, restructure, alter or modify the Service provided hereunder; and increase, decrease, restructure, alter or modify the features and fees of the packages offered under the Service. Columbus will notify Customer of any such changes. Customer's continued use of the Service following notice of any change shall be deemed to be Customer's acceptance of any such modification. If Customer does not agree to any such modification, he must immediately stop using the Service and notify Columbus that he wishes to terminate this Agreement.

10. **INDEMNIFICATION:** Customer agrees to indemnify Columbus from and against all loss, damage costs and expenses suffered or incurred by Columbus from a breach of this Agreement by Customer, his/her servants, agents or any other person who was authorised by the Customer to use the Service at the time of the breach.

11. **ENTIRE AGREEMENT:** In signing this Official Contract, Customer agrees to the Terms and Conditions set forth herein and acknowledges that these terms and conditions of service supersede any previous terms, conditions or agreements between Columbus and Customer.

#### 12. ACCEPTABLE USE:

a. Customer may not use the Services for anything other than Customer's own personal use. Customer may not resell the Services, receive any charge or benefit for the use of the Services or provide the Services or any other feature of the Services to any third party. Customer may not share Customer's Services with or transfer Customer's Services to another person without Columbus' express consent.

b. From time to time, Columbus may establish policies, rules and limits (together, the "Policies") concerning use of the Services, Equipment and any products, content, applications or services used in conjunction with the Services or Equipment. Customer's use of the Services is subject to these Policies. The Policies will be available to the Customer by publication on Columbus' website at a minimum.

c. When using the Services, the Equipment or any products, content, applications or services used in conjunction with the Services or Equipment, Customer must comply with all applicable laws and Columbus' Policies.

d. Columbus may suspend or terminate Customer's Services, the Service Agreement and any other agreement for services Customer may have with any related Columbus entity, without notice to Customer, if Customer engages in one or more of the activities prohibited by our Policies. In addition, Customer may be charged for any costs incurred by Columbus or any related Columbus entity in connection with Customer's breach of the terms of this Section, including costs incurred to enforce Customer's compliance.

e. Columbus reserves the right to restrict, change, suspend or terminate Customer's Service by any means if Customer's access, use or connection to the Services, Equipment or Columbus' facilities is impairing or adversely affecting Columbus' operation or the use of Columbus' Services or facilities by others.

13. **CREDIT HISTORY:** Customer authorizes Columbus to obtain further information on his credit and employment history from any financial institution, credit bureau or any other person/ corporation with whom Customer may have had dealings with from time to time and any such source is hereby authorized to provide Columbus with the requested information. Columbus is authorized to disclose to any Credit Bureau and other credit grantors any information about Customer's credit history. Customer jointly and severally agrees to indemnify Columbus against any loss, claims, damages, liabilities, actions and proceedings, legal and or other expense which may be directly or reasonably incurred as a consequence of such disclosure on Columbus part.

Customer's signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature on behalf of Columbus Communications (G'da) Ltd.: \_\_\_\_\_

Date: \_\_\_\_\_