

**ASYMMETRIC DIGITAL SUBSCRIBER LINE
INTERNET ACCESS TERMS**

The following Terms and Conditions govern the rights and obligations of Cable and Wireless and the Customer in connection with Cable and Wireless' provision of Asymmetric Digital Subscriber Line ("ADSL") Internet Access Service to you, the Customer. ADSL Service is subject also to Part A of the Cable and Wireless Special Tariff which can be found at www.candw.ky. To the extent that Part A of the Special Tariff conflicts with the aforementioned Terms and Conditions, these terms and conditions shall prevail. When you sign the agreement for provision of ADSL Service you are deemed to have accepted these Terms and Conditions and the terms and conditions in the aforementioned Special Tariff (together, the "**Agreement**").

1. Definitions:

- 1.1 Unless the context otherwise requires, the following expressions shall have the following meanings. Other capitalized expressions shall have the meanings set out in Item 100 of the Special Tariff:

"**Domain Name**" means a name that identifies one or more IP addresses.

"**Internet Service**" includes Broadband Asymmetric Digital Subscriber Line Internet Access.

"**Initial Term**" means the initial period of time for which the Customer commits to subscribing to the Service.

"**Order Form**" means the ADSL Internet Access Service order form document containing the particulars of the Customer and of the ADSL Internet Access Service requested by the Customer.

2. Service Description:

- 1.2 The Cable and Wireless Broadband ADSL Internet Access is an Internet access service that provides an always-available connection from a Customer's Service Address to the Internet via Cable and Wireless' Digital Subscriber Line and Cable and Wireless' Internet Networks.
- 2.2 ADSL allows for the concurrent transmission of voice and data traffic over an individual Telephone Line and enables connections to the Internet at asymmetric speeds.
- 2.3 Cable and Wireless will provide the Customer with e-mail accounts (@candw.ky) and personal web space, depending upon the ADSL Service Plan chosen by the Customer.

3. ADSL Service Availability:

- 3.1 ADSL Service is provided at Cable and Wireless' discretion, depending on the availability of suitable facilities, equipment and location.
- 3.2 The Customer acknowledges that suitable Equipment, Systems and locations are necessary for provision of the Service. C&W does not guarantee Bandwidths that will be achieved at the Customer Service Address due to limitations of the underlying technologies used to deliver this service, such as distance from the Central Office or the condition of the Telephone Line.
- 3.3 Where it is necessary for Cable and Wireless to install special equipment or to incur an unusual expense to establish ADSL Service, the Customer shall pay the associated Special Installation Charges contingent upon the Customer's prior approval for such charges.

4. Term:

- 4.1 The term of the ADSL Service ("**Term**") will start as of the billing effective date (the "**Service Start Date**") and will continue for the Initial Term set out on the Order Form (the "**Initial Term**").
- 4.2 After the expiration of the Initial Term, ADSL Service will automatically renew for successive 30-day periods at C&W's then current monthly rates, unless the Customer provides C&W with not less than 30 days prior written notice that it does not wish to renew.

5. Provision and Use of ADSL Service:

- 5.1 Cable and Wireless will use commercially reasonable efforts to deliver the ADSL Service within 15 Working Days of the Order Acceptance.
- 5.2 Cable and Wireless shall determine the locations where it will provide ADSL Service.
- 5.3 If C&W provides any software (and any related documentation) as part of the ADSL Service, which is embedded in hardware as firmware and which is not accompanied by a licence agreement ("Service Agreement Software"), the Customer shall use the Service Agreement Software only with the Equipment, if any, and the ADSL Service.
- 5.4 The Customer shall not: i) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from or transmit the Service Agreement Software in any form or by any means, or ii) use the Service Agreement Software for any purpose other than as set forth herein.
- 5.5 The Customer shall not have any ownership rights in, or obtain rights to the Service Agreement Software.
- 5.6 If C&W provides software that is accompanied by a licence agreement ("**Software Licence**"), whether such software is owned by C&W ("**C&W Licence Agreement Software**") or its third-party supplier(s) ("**Third-Party Licence Agreement Software**"), the Customer shall abide by the terms of the Software Licence.
- 5.7 C&W shall have no obligations or liabilities whatsoever in connection with any Third-Party Licence Agreement Software, whether such Third Party Licence Agreement Software is used in connection with the Service, or is used independently of the Service, including, without limiting the generality of the foregoing, in connection with the use thereof.
- 5.8 The Customer agrees to look exclusively to the Third-Party Licence Agreement Software supplier with respect to all matters relating to its software. The Service Agreement Software, the C&W Licence Agreement Software and the Third-Party Licence Agreement Software are collectively referred to as "Software".
- 5.9 The Customer shall comply with any C&W and applicable Internet instructions, AUP, rules and regulations concerning the use of ADSL Service, Software and the Internet.
- 5.10 The Customer shall only use the ADSL Service in accordance with any applicable local laws, by-laws and regulations.
- 5.11 The Customer shall be solely responsible for providing for any security, privacy or data integrity services or applications that it may desire for its computer network and any data stored on that network or accessed through the ADSL Service. The Customer acknowledges and assumes all liabilities relating to, and risks associated with unauthorized access by a third party via the ADSL Service to each computer network and data.
- 5.12 These terms do not constitute a licence for the Customer to copy, reproduce, distribute or otherwise use any proprietary information provided or accessible through the ADSL Service.
- 5.13 Where offered, if the Customer requests a Domain Name on the Application Form, C&W shall provide a Domain Name to the Customer and all charges for the same shall be billed to the Customer by C&W.
- 5.14 C&W is not responsible for the installation, maintenance, compatibility or performance of any third-party equipment or software not provided by C&W, and if such third party equipment or software impairs the Service, i) the Customer remains liable for payment and ii) if it is likely to cause hazard or service obstruction, the Customer will eliminate such likelihood at C&W's request.
- 5.15 C&W reserves the right to suspend ADSL Service from time to time for routine maintenance and shall make commercially reasonable efforts to ensure that any such suspension of access shall be for the minimum possible duration and, wherever possible, outside normal business hours. In such cases, C&W shall attempt to give the Customer not less than seven days' prior notice in writing.

6 Service Acceptance:

C&W shall notify the Customer of the ADSL Service Start Date. Any Customer Apparatus not installed, operational or otherwise available by the Service Start Date shall not be grounds for the Customer not paying applicable Charges.

7. Charges:

- 7.1 The Customer will pay all applicable charges for the Service. ADSL Internet Access is subject to an Installation Charge, a Monthly Charge, a Special Installation charge pursuant to paragraph 3.3, where applicable, and other charges as provided in these terms and conditions, where applicable, as described in the Cable & Wireless Price Lists (“Charges”).
- 7.2 The Monthly Charge is payable even if the Customer does not use the service during a month or part of a month.

8. Customer Credit:

- 8.1 Cable and Wireless may at any time require the Customer to provide a security deposit(s) (or an extra deposit) as set out in Special Tariff Item 101.8 The Customer shall provide such security deposit(s) within one week after receiving notice from Cable and Wireless of such a requirement.

9. Termination:

- 9.1 In addition to the terms in Special Tariff Item 101.9, The Customer may terminate ADSL Service at any time during the Initial Term on thirty (30) days’ prior written notice. All e-mail accounts and its contents associated with the ADSL Internet Access will be permanently deleted on the effective date of service termination. The terminated e-mail address will then become available for re-issue. The Customer will pay the early termination fee set out in the table below, depending upon the applicable Initial Term. This fee will not apply if:
 - i. the Customer terminates the Service due to C&W being in default hereunder or
 - ii. C&W terminates the Service due to any reason other than the Customer being in default hereunder.

The applicable early termination fees are as follows:

Term	Termination Terms
1 Year	<ul style="list-style-type: none">• \$170
2 Year	<ul style="list-style-type: none">• For termination in first year, 50% of remaining value of first year plus 25% of remaining value of second year;• For termination in second year, 25% of remaining value.
3 Year	<ul style="list-style-type: none">• For termination in first year, 50% of remaining value of first year, plus 25% of remaining value of second year, plus 15% of remaining value of third year;• For termination in second year, 25% of remaining value plus 15% of remaining value of third year• For termination in third year, 15% of remaining value

- 9.2 In addition to any other available remedies, Cable and Wireless may immediately terminate the ADSL Service in the event of a breach by the Customer of any part of this Agreement, any applicable software licence Agreement, or any other agreement pursuant to which Cable and Wireless provides Telecommunications Services to the Customer.
- 9.3 C&W may terminate the ADSL Service on notice to the Customer if the Service is not being used as per agreed terms.
- 9.4 Upon termination, the Customer shall: i) immediately cease utilizing the Internet Service, ii) immediately return any Software, iii) pay Cable and Wireless for all Charges incurred by the Customer through the date the Service is discontinued.
- 9.5 In addition to any other available remedies, C&W may immediately, without notice and without liability to the Customer, discontinue the provision of the Internet Service if any of the following occurs:
 - 9.5.1 C&W receives bona fide complaints or claims from third parties regarding the Customer’s use of the Service;
or
 - 9.5.2 The Customer fails to comply with the warranties set forth in paragraph 9 hereof.

10. Indemnification and Limitation of Liability

- 10.1 The Customer shall defend, indemnify and hold Cable and Wireless harmless from and against all claims, demands, actions, causes of action, judgment, costs and reasonable attorneys' fees and expenses of any kind or nature for any damage to any kind arising from or related to any use or misuse of the Internet Service, Software, Customer Apparatus or the Internet, including any breach by the Customer of this Agreement whether such use is by the Customer or any third party irrespective of whether the Customer has authorised or known about such usage, or otherwise arising under or relating to this Agreement, the Internet Service, Software, or the Internet.
- 10.2 Cable and Wireless shall not be liable for any delay or interruption in or failure to provide or restore the Internet Service howsoever caused including, without limitation, anything caused by or attributable to Customer Apparatus or any services provided by any person providing the on-line service connection to the Internet.
- 10.3 In no event shall Cable and Wireless be liable for any unauthorized access by a third party to the Customer's computer network or data, loss of profits or data, or any incidental, special, exemplary or consequential damages.
- 10.4 If Cable and Wireless has been notified that any Customer's usage of the Internet Service, Software, or the Internet is infringing any third party's rights or is in violation of any applicable law or regulation, or if Cable and Wireless otherwise has reason to believe this to be so, if requested by Cable and Wireless, the Customer shall immediately cease all such usage of the Internet Service or Software.
- 10.5 Under no circumstances shall C&W or its affiliates be liable for any indirect, incidental, special, punitive or consequential damages that result from the Customer or the Customer's users' use of or inability to access any part of the Internet or reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

11. Representation and Warranties

- 11.1 Cable and Wireless does not warrant that the ADSL Service, Agreement or Software shall be uninterrupted or error free or provide any security or privacy for any computer network or any data, or that the information available and/or accessed through the Internet shall be accurate, correct, appropriate for any party's needs, free from viruses or other disabling codes, or that such information shall not infringe upon any proprietary or other rights of others. Except as expressly stated in the relevant Tariff for the Internet Service, the Internet Service is provided on an "as is" and "as available" basis without warranties of any kind.
- 11.2 The use of the Internet, any information available and/or accessed through the Internet, any Domain Name and any security features provided for the Internet Service shall be at the Customer's sole risk.
- 11.3 Other than any express warranties contained in the Tariff, Cable and Wireless disclaims all warranties, either express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose, or year/date accuracy.
- 11.4 Cable and Wireless makes no warranty or representation, either express or implied, including, without limitation, as to the fitness, quality, suitability, merchantability, title, non-infringement or performance of any Third-Party Licence Agreement Software, it being agreed that any such software is being supplied "as is" and that all such risks, as between Cable and Wireless and the Customer, are to be borne by the Customer at its sole risk and expense.
- 11.5 The Customer represents and warrants that use of the Internet Service hereunder (including any use of any Domain Name) shall not violate or infringe upon any proprietary or other rights of others, be abusive, threatening, obscene, profane or otherwise offensive, or violate any applicable laws or regulations including Cable and Wireless' AUP.
- 11.6 The Customer shall not represent to any third party that Cable and Wireless has made any warranty or representation of any kind with respect to the Internet Service, Software or the Internet.
- 11.7 Cable and Wireless makes no express or implied warranties, representations or endorsements regarding any merchandise, information, products or services provided through the Internet.

12. Notice

In addition to the method set out in Special Tariff Item 101.20, if reasonable in the circumstances, any notice required to be given under this Agreement may be sent to the Customer's e-mail address and shall be deemed to be effective 24 hours after transmission.

13. Equipment and Apparatus

- 13.1 ADSL Internet Access requires an ADSL modem that is compatible with C&W's ADSL Service, a micro filter for each telephone or fax machine connected to the Telephone Line and a personal computer with a processor of at least 1.5 GHz and 512 MB of RAM.
- 13.2 Customers must acquire an ADSL modem, either from C&W or from another source, compatible with C&W's ADSL Service.
- 13.3 Micro filters eliminate noise and interference on the Telephone Line caused by the ADSL modem. A micro filter is required on each telephone extension that is not connected to the ADSL modem. C&W will provide a maximum of three micro filters per ADSL Service. The Customer may purchase additional micro filters from C&W or from another source, providing they are compatible with C&W's ADSL Service.
- 13.4 C&W does not warrant an item of Equipment in any manner. C&W will however, transfer to the Customer (to the extent permitted by an Equipment supplier) any warranty period provided by such supplier, with C&W retaining the authority to exercise the Customer's right thereunder.
- 13.5 The customer has the choice of a C&W-Install or a Self-Install option for the installation and configuration of the ADSL modem and Software at the Service Address. For both options, the Customer is solely responsible for the installation of the micro filters on each telephone, fax machine or other analogue device sharing the same Telephone Line.
- 13.6 Where the Customer chooses Option 1 – C&W Install – Cable and Wireless will be responsible for the installation and configuration of the ADSL modem and Software at the Service Address. In such circumstances, the corresponding rates and charges set forth in the Price Lists shall apply.
- 13.7 Where the Customer chooses Option 2 – Self Install – the Customer is responsible for the installation and configuration of the ADSL modem and Software at the Service Address. In such an event the corresponding rates and charges set forth in the Price Lists shall apply.
- 13.8 The Customer must, at its own expense, provide the cabling and interfacing from the demarcation point to the Customer's computer or LAN, as applicable, and is responsible for ensuring that all internal wiring is of CAT 3 standard or higher, according to international standards.

14. Additional Terms

- 14.1 C&W may communicate security issues to the Customer from time to time when misuse is observed or reported by others.
- 14.2 A Security Suite consisting of Desktop Anti-virus, Desktop firewall, Content filtering and Anti-spy ware is available at an additional monthly charge for the residential plans, and included in the Business DSL plans at no additional charge. The Security Suite is for desktop applications only and is compatible with Windows 2000 Pro/XP and Vista. Each license is provided for up to four desktops. Additional licenses may be purchased if needed.
- 14.3 ADSL Service packages may be upgraded without incurring a Service package change fee. An administrative Charge equal to the Installation Charge will be applied to any Service package downgrade. This Charge will be waived if the Customer signs a new one-year term or, if applicable, a new two- or three-year term, at the same time.
- 14.4 ADSL Internet Access Service may not be suspended by the Customer at any time.
- 14.5 Customers shall be provided with one (1) dynamic IP address, in the case of Broadband ADSL Plans, or with one (1) static IP address and, if requested, DNS hosting of one Domain Name, in the case of Broadband Business DSL Plans. The static IP address is issued for use by the Customer for the duration of the Service and will be re-used by another C&W Customer upon termination of the Service. The dynamic IP address is automatically replaced on a periodic basis, and will be re-used by another C&W Customer.