

Business Broadband Terms & Conditions of Service

The following Terms and Conditions govern the rights and obligations of C&W and the Customer in connection with C&W's provision of the Service to you, the Customer. The Service is subject also to Part A of the C&W Special Tariff which can be found at on our website. To the extent that Part A of the Special Tariff conflicts with these Terms and Conditions, these terms and conditions shall prevail. When you sign the agreement for provision of the 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:

"Dialup Internet Access service" means an Internet access service that provides an on-demand connection from the Customer's premise to the Internet via a standard analog or ISDN (digital) phone line and C&W's domestic and international Internet networks.

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

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

"ONT" means a device called an optical network terminal that converts an optical signal into an electrical signal. The ONT is installed at the Service Address showing the termination of the C&W network to which the Customer's inside wiring is connected that is to say the network demarcation point.

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

"Service" or means any Internet access service from time to time requested by, and provided to, the Customer pursuant

"Internet Service" to this Agreement, but does not include Dialup Internet Access service or voice telephony services.

2. Service Description:

2.1 The Service is an Internet access service that provides an always-available connection from a Customer's Service Address to the Internet via C&W's Internet Networks.

2.2 The Service allows for the concurrent transmission of voice and data traffic and enables connections to the Internet at asymmetric speeds.

2.3 C&W may provide the Customer with value added services, products or applications (example, e-mail accounts, personal web space, Internet security products) (collectively "**Value Added Services**"), from time to time and depending upon the Service plan chosen by the Customer. C&W retains the discretion to vary or withdraw these Value Added Services with reasonable notice at C&W's sole discretion.

3. Service Availability:

3.1 The Service is provided at C&W's 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 exchange point or Internet congestion.

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3.3 Where it is necessary for C&W to install special equipment or to incur an unusual expense to establish the 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 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, the Service will automatically renew for successive 30-day periods, at C&W's then current standard monthly rates (i.e. without monthly term discounts), unless the Customer provides C&W with not less than 30 days' prior written notice that it does not wish to renew, or unless the Customer signs a new fixed term contract.

5. Provision and Use of the Service:

5.1 C&W will use commercially reasonable efforts to deliver the Service within 15 Working Days of the Order Acceptance; however the Customer understands that, for various reasons, Service delivery could take up to six (6) weeks, and C&W accepts no liability in respect of such delays.

5.2 C&W shall determine the locations where it will provide the Service. C&W can only provide the Service in areas of the Cayman Islands in which it is technically able to do so from time to time.

5.3 If C&W provides any software (and any related documentation) as part of the 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 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 the Service, Software and the Internet.

5.10 The Customer shall only use the 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 Service. The Customer acknowledges and assumes all liabilities relating to, and risks associated with unauthorized access by a third party via the Service to each computer network and data.

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- 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 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 the 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 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. The Service is subject to an Installation Charge, a Monthly Charge, a Special Installation charge pursuant to paragraph 3.3 above, where applicable, and other charges as provided in these terms and conditions, where applicable, as described in the C&W 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 C&W 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 C&W of such a requirement.
- 9. Termination:**
- 9.1 In addition to the terms in Special Tariff Item 101.9, the Customer may terminate the Service at any time during the Initial Term on thirty (30) days' prior written notice. All Value Added Services associated with the Service will be permanently ceased on the effective date of Service termination. 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.

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The applicable early termination fees are as follows:

| Term | Termination Terms |
|--------|--|
| 1 Year | <ul style="list-style-type: none"> • 50% of remaining value |
| 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, C&W may immediately terminate the 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 C&W provides Telecommunications Services to the Customer.

9.3 C&W may terminate the 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 C&W 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 11 hereof.

10. Indemnification and Limitation of Liability

10.1 The Customer shall defend, indemnify and hold C&W 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 C&W 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 C&W 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 C&W 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 C&W otherwise has reason to believe this to be so, if requested by C&W, the Customer shall immediately cease all such usage of the Internet Service or Software.

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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 C&W does not warrant that the 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, C&W 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 C&W 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 C&W 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 C&W's AUP.

11.6 The Customer shall not represent to any third party that C&W has made any warranty or representation of any kind with respect to the Internet Service, Software or the Internet.

11.7 C&W makes no express or implied warranties, representations or endorsements regarding any merchandise, information, products or services provided through the Internet.

11.8 No advice or information given by C&W employees, agents or contractors (including with respect to any equipment or software that may be recommended for purchase and/or use with the Service) will create a warranty and in the event that C&W employees respond to requests for advice with respect to, inter alia, network, PC or laptop configuration the Customer shall indemnify C&W in accordance with the provisions of this Agreement.

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 main e-mail address provided to C&W by the Customer, and shall be deemed to be effective 24 hours after transmission. The Customer is, therefore, responsible for ensuring that the email address contact information it provides to C&W is kept up to date.

13. Equipment and Apparatus

13.1 In order to access the Service the Customer requires either a modem that is compatible with the Service or an ONT, depending on the Service plan subscribed to.

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- 13.2 Customers must acquire a Service-compatible modem, either from C&W or from another source. Where an ONT is required to access the Service, C&W will either rent or sell the Customer an ONT (at C&W's option).
- 13.3 Micro filters eliminate noise and interference on the Telephone Line caused by some modems. Depending on the Service plan the Customer subscribes to, a micro filter may be required on each telephone extension that is not connected to the modem. Where required, C&W will provide a maximum of three micro filters per Service. The Customer may purchase additional micro filters from C&W or from another source, providing they are compatible with the Service.
- 13.4 C&W does not warrant any 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 modem, ONT and Software at the Service Address. For both options, the Customer is solely responsible for the installation of the micro filters, where required, 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 – C&W will be responsible for the installation and configuration of the modem, ONT 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 of the modem, ONT 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 understands and agrees that before C&W can connect the Customer to the Service or before the Customer can use the Service, C&W needs to configure the Customer's modem or ONT (as applicable). In order to configure the modem/ONT C&W will need to have remote access to such modem/ONT and send information to and obtain information from such modem/ONT. C&W does not share any information collected for the purpose of this configuration. The Customer agrees that C&W can also reconfigure or upgrade the modem/ONT from time to time to maintain the safety of its network.
- 13.9 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.
- 13.10 The Customer shall provide all Customer Equipment necessary to use the Service and C&W has no obligation to provide, maintain or service Customer Equipment.
- 13.11 The current minimum technical and other requirements for Customer Equipment (including, without limitation, required computer hardware) to be used in connection with the Service are available from C&W and such minimum requirements may be revised by C&W from time to time at its sole discretion. It is the Customer's responsibility to ensure that it has the appropriate equipment to connect to and use the Service and C&W accepts no responsibility if the Service cannot be accessed or used (temporarily or otherwise) as a result of inappropriate or defective equipment provided by the Customer.
- 13.12 If the Customer proceeds with the installation of or use of the Service utilizing Customer Equipment that does not meet the minimum requirements (a "**Non-Recommended Configuration**"), the Customer understands and agrees that that C&W does not warrant that such Non-Recommended Configuration will allow the Customer to successfully install, access, operate, or use the Service. The Customer further acknowledges that any such installation, access, operation or use could cause damage to Customer Equipment, including, without limitation, the Customer's computer, peripherals, software or data. C&W accepts no liability whatsoever for any such failure or damage. The foregoing limitation of liability is in addition to and shall not limit any other limitation of liability set forth in this Agreement.
- 13.13 The Customer is solely responsible for obtaining, installing, configuring and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may be necessary to access the Service and to operate the Customer's computer. The Customer understands that bandwidth is provided on a per-line basis,

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and that the speed and bandwidth available to each computer or device connected to the network may vary depending upon the number, types and configuration of computers or devices using the Service and the type of use (e.g. streaming media or downloading larger files etc.) network or internet congestion, and/or the distance to the exchange point, among other factors.

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, however C&W accepts no obligation to report such issues nor does C&W accept any liability in respect of any failure to report such issues to the Customer as aforesaid.
- 14.2 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 The Service may not be suspended by the Customer at any time.
- 14.5 Depending on the Service plan subscribed to, Customers shall be provided with one (1) dynamic IP address and a set number of static IP addresses. 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. Subject to the Service plan limit, the number of static IP addresses provided to the Customer will depend on the Customer's usage and requirements, as confirmed by C&W's technical team.