



**Service Specific  
Terms & Conditions  
Mobile Data Service  
CAYMAN ISLANDS**

These Service Specific Terms and Conditions together with the General Terms and Conditions and the Service Specific Terms and Conditions for Mobile Services apply when We provide to You mobile data services including, but not limited to, post-paid, pre-paid and roaming data services on Our Mobile Data network. You are deemed to have accepted these Service Specific Terms and Conditions, the Service Specific Terms and Conditions for Mobile Services and the General Terms and Conditions when You sign the Service Application Form.

**1. DEFINITIONS**

1.1 In these Service Specific Terms and Conditions:

“Device” means the telecommunications equipment or device through/ by/ on which You receive the Service.

“Internet” means the global information system consisting of a large number of interconnected computer networks that communicates through the use of TCIP/IP network protocols; commonly referred to as the World Wide Web.

“Mobile Data” means FLOW’s GPRS (General Packet Radio Service) or EDGE (Enhanced Data Rates for GSM Evolution) services, or any other mobile data transfer technology that We may introduce from time to time, as the case may be.

“Service” means the Mobile Data service We provide to You as per the terms and conditions contained herein.

1.2 Reference should be made to the General Terms and Conditions and the Service Specific Terms and Conditions for Post Paid Mobile Services for any definitions which are not specifically included in these Service Specific Terms and Conditions.

**2. DESCRIPTION OF THE SERVICE**

2.1 The Service includes: A. the sending and receiving of mobile data between capable mobile data devices, and B. Internet connectivity. Depending on the type of Device and mobile data plan, the Service may also include direct access to mobile and Internet content and applications. The Service will be provided over Our network using either GPRS/EDGE, Mobile Broadband technology or any other mobile data transfer technology that We may introduce from time to time, and access to the Service will require a compatible Device.

**3. USAGE/BILLING**

3.1 Usage and monthly fees will be charged as specified in Your Service Application Form as per the specific plan that You subscribe to. Data transport is normally billed per Megabyte which is 1024 Kilobytes of data, and actual transport is rounded up to the nearest one hundredth of a Megabyte at the end of each data session for billing purposes. We charge in increments of one hundredth of a Megabyte at the end of each month. If You are on an inclusive data plan You will be charged a monthly fee for the specified monthly data increment plus a specified Megabyte rate for data used over the plan limit. Your invoice will not separately identify the number of kilobytes attributable to Your use of specific services. Premium content (games, ringers, songs, etc.) are priced separately. Data sent and received includes, but is not limited to, downloads, uploads, email, overhead and software update checks. Reported data may be higher than expected

due to network overhead, software update requests, and resend requests that may be caused by network errors. You are responsible for all data activity from and to Your Device, regardless of who initiates the activity.

3.2 If You are not subscribed to a data included plan or add-on, pay-as-you go charges are incurred when using data applications and services.

3.3 Prices do not include taxes, or roaming, or other fees which may be exempted from time to time by Us and are subject to change.

3.4 You are responsible for the payment of all charges for the Service, including but not limited to access charges, and charges for service features.

3.5 In the case of prepaid service, no bill will be sent to You and network access will be terminated where the Service is deemed to be inactive by Us, that is, if You have a zero balance on Your account for a period in excess of the period prescribed by Us and or the value of the prepaid credit on Your account has expired and has not been renewed for a period in excess of the period prescribed by Us.

#### **4. ROAMING**

4.1 Roaming charges for the Service may be charged when outside Our wireless network. Display on Your Device will not indicate whether You will incur roaming charges. Use of the Service when roaming is dependent upon the roaming carrier's support of applicable network technology and functionality. Certain capabilities of the Service may vary or be unavailable in certain countries and with particular carriers while roaming. Availability, quality of coverage and Services while roaming are not guaranteed. Check with roaming carriers individually for support and coverage details. Billing for domestic and international roaming usage may be delayed up to three billing cycles due to reporting between carriers. You are responsible for paying Your roaming charges whenever the bill is rendered.

#### **5. OFFNET USAGE**

5.1 If Your usage of the Service on other telecommunications providers' wireless networks (referred to as "offnet usage") during any two consecutive months exceeds Your offnet

usage allowance, We may at Our discretion terminate Your access to the Service, or deny Your continued use of other telecommunications providers' coverage. Your offnet usage allowance is equal to 20% of the Megabytes included in Your mobile data plan. For example, if Your mobile data plan includes 1 Gigabyte, or 1024 Megabytes of data, Your offnet usage allowance is restricted to a cumulative maximum of 205 Megabytes of data over two (2) consecutive months. Case-by-case exceptions may be considered if pre-approved by Our customer service department.

## **6. SERVICE AVAILABILITY AND ACCESS/COVERAGE**

6.1 We do not guarantee availability of Our wireless network.

Data services are not available with all Our mobile devices. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Aspects of the Service (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to, or resident on, Your Device. Coverage areas vary between Our Mobile Broadband and GPRS/EDGE network technology. Actual download speeds depend upon Device characteristics, network, network availability and coverage levels, tasks, le characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use, capacity constraints, and the type of network technology used in specific locations to provide service (including Mobile Broadband or GPRS/EDGE technology). Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations.

6.2 Wireless access to corporate/employee email may require additional server or server access, licenses, or additional requirements which incur additional charges.

## **7. INFORMATION/CONTENT/APPLICATIONS**

7.1 Our data services and Your Device may allow You to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials ("Data Content") or send Data Content elsewhere. Some Data Content is available from Us or Our vendors, while other Data Content can be accessed from others (third party websites, games, ringers, etc.). We make absolutely no guarantees about the Data Content You access on Your phone. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by You or anyone on Your account. We strongly recommend You monitor data usage by children/minors. Data Content from third parties may also harm Your Device or its software. To protect Our network, Services, or for other reasons, We may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or

the amount of data You can transfer, or otherwise limit or terminate Services. If We provide You storage for Data Content You have purchased, We may delete the Data Content with notice or place restrictions/limits on the use of storage areas.

You may not be able to make or receive voice calls while using data Services. Data Content provided by Our vendors or third parties is subject to cancellation or termination at any time without notice to You and You may not receive a refund for any unused portion of the Data Content.

7.2 Certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Our content or service providers and You are bound by such policies or terms when You visit their respective sites or use their services. It is Your responsibility to read the rules or service agreements of each content provider or service provider. Any information You involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by Us or any content provider or other third party. Delays or omissions may occur. We shall not be liable to You for any loss or injury arising out of or caused, in whole or in part, by Your use of any information, application or content, or any information, application, or other content acquired through the Service.

## 8. PROHIBITED AND PERMISSIBLE USES

8.1 Except as may otherwise be specially permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email access; (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and self-service automation); (iv) sending and receiving of pictures and video clips between individuals; (v) licensed music and content downloads by individuals; and (vi) mobile data streaming applications for individual use. While these are recognized as the more common uses permitted by Your data plan, there are certain uses or applications that cause extreme network capacity issues – they severely interfere with Our network – and are therefore prohibited.

8.2 Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications; (ii) VOIP (Voice Over Internet Protocol) applications; (iii) "auto-responders," "cancel-bots," or similar automated or manual routines which generate excessive amounts of network traffic, or which disrupt network user groups or email use by others; (iv) "spam" or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Our wireless services or other parties' Internet-based resources, including "denial of service" (DoS) attacks against another network host or individual user; (vi) accessing, or attempting

to access, without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Our wireless network or another entity's network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle, or any "keep alive" functions, unless they adhere to Our data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on personal computers, web broadcasting, and/or the operation of servers, telemetry devices and/or supervisory control and data acquisition devices are prohibited. We reserve the right, without notice to anyone, to (i) deny, disconnect, modify and/or terminate the Service of anyone We believe is using the Service in any manner prohibited or whose usage hinders access to Our wireless network, adversely impacts Our wireless network or service levels, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect Our wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. As a subscriber You may not send solicitations to other wireless subscribers without their consent. You may not use the Service other than for its intended use and as governed by these terms and conditions and applicable law.

Use Policy, as amended from time to time, which is posted at [www.FLOW.com](http://www.FLOW.com), which is incorporated herein by reference and by

are for individual, non-commercial use only and are not for resale. Your use of the Service is subject to Our Acceptable

which You agree to be bound. We may, at Our discretion, and by using the Service You acknowledge and agree that We may, monitor Your use of the Service and Your traffic, at any time, for compliance with Our terms, conditions or usage policies (or any related purposes).

## **9. SPECIAL CORPORATE MOBILE DATA AGREEMENTS**

9.1 Special mobile data agreements may be available, depending on usage volume, quantity of units and contract length. Persons interested in discussing such agreements must contact their designated FLOW Account Representative or visit one of FLOW's retail stores. Additional, or different, terms and conditions may be applicable.

## **10. SECURITY**

10.1 We do not guarantee security. If You use Your Device to access company email or information, it is Your responsibility to ensure that Your use complies with Your company's internal IT and security procedures.

## **11. CHANGES TO THE TERMS AND CONDITIONS**

11.1 These terms and conditions may be changed from time-to-time. We will post the most current version of these terms and conditions at [www.FLOW.com](http://www.FLOW.com) or other appropriate location. They are also available in Our retail stores. Please check these locations regularly to inform Yourself about changes to the terms and conditions.

## **12. ACCESS REQUIREMENTS**

12.1 Additional hardware, software, subscription, credit or debit card, Internet access from Your compatible PC and/or special network connection may be required in

order for You to use the Service, and You are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. You are solely responsible in that regard. We are not responsible for any damage caused in any way by the preceding hardware, software or other items/requirements, or by any third party products or services.

## **13. MISCELLANEOUS**

13.1 We are not responsible for loss or disclosure of any sensitive information You transmit. Our wireless services are not equivalent to landline Internet. We are not responsible for non-proprietary services or their effects on Devices. If applicable, use of Desktop Toolbar requires compatible home computer products. Caller ID blocking is not available when using the Service, and Your wireless number may be transmitted to Internet sites You visit. As a result, You may receive unsolicited messages from third parties and a charge for these messages may apply (i.e., data charges for downloading these emails and applicable attachments) whether the message is read or unread, solicited or unsolicited.

## **14. ADDITIONAL TERMS FOR SPECIFIC MOBILE DATA SERVICES**

14.1 Text, Instant Messaging and Picture/Video Messaging Messages are limited to 160 characters per message. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or

unviewed, solicited or unsolicited. Premium text and picture/video messages are charged at their stated rates. Text, instant, picture and video messages, including downloaded content, not delivered seven (7) days after being sent, will be deleted. We reserve the right to change this delivery period as needed without notification. You are charged for each part of messages that are delivered to You in multiple parts. Picture/Video messaging, data plan, and text messaging may need to be provisioned on an account in order for You to use picture/video messaging. Some elements of picture/video messages may not be accessible, viewable or heard, due to limitations on certain wireless phones, PCs, or e-mail. There is no guarantee that messages will be received, and We are not responsible for lost or misdirected messages. We reserve the right to change the picture/video message size limit at any time without notification. When a single message is sent to multiple recipients, the sender is charged for one message for each recipient. Text message notifications may be sent to non-picture/video messaging subscribers if they subscribe to text messaging. Unused monthly plan messages do not carry forward.

#### **14.2 Unlimited Mobile-to-Mobile Messaging**

Some rate plans may include unlimited text, picture and video messages between Our wireless customers for a fixed fee. Certain message types, including instant messaging services, may be outside of the plan and would therefore be charged additional fees. It is up to You to check what types of messages are included in the plan.

#### **14.3 Directly Billed Third Party Content**

Third party content or services may be billed directly on Your wireless bill. You may be charged monthly on Your FLOW bill for all transactions entered into during the previous billing period(s). If others use Your payment or account information, You are liable for charges they incur. If You should have any questions on Your transaction history You may contact Our customer care department.

We may terminate the account of anyone who seeks refunds on improper grounds. Transactions on prepaid services will be debited from Your account balance at the time of the transaction. If there are insufficient funds in Your account at the time of the transaction, You will not be able to complete Your purchase or receive the requested services.

#### **14.4 Content Downloads**

Availability of content, including (but not restricted to) ringtones, graphics, games or video clips, may vary based on the handset capabilities. Content alerts may be delivered in multiple messages. Content charges may be issued as a one-time download charge, a subscription rate, or per Megabyte of data. Usage charges apply to play multi-user games against other wireless users or the server. Consult Our advertised rates for details, or contact Our customer care department.

## **14.5 Mobile Email**

Mobile Email requires an e-mail account with a compatible Internet service provider and a downloaded or preloaded e-mail application for the wireless Device. Access to and use of Mobile Email is billed by total volume of data sent and received (normally in kilobytes), unless You have an 'Unlimited Email' plan or a plan that allows for a specified amount of data use for a particular cost (i.e., 'BlackBerry Unlimited Email' or 'Blackberry Internet' or 'BlackBerry Unlimited Email and Internet' service). Upgrades to the email application on Your Device may be required in order to continue to use the Service. Wireless data usage charges will apply for downloading the application and any upgrades. Your capability to view attachments will vary depending on the type of data Device that You have. Check the user instructions that came with Your Device.

## **15.GENERAL**

15.1 You should refer to the Service Specific Terms and Conditions for Mobile Services for the additional terms and conditions governing the use of the Service.