

5 SERVICE DESCRIPTION

Telekom Internet ADSL Service

This Service Description forms part of the Agreement under which Telekom Internet Services supplies a ADSL Services ('Service') to you.

Rules of interpretation and capitalised terms which are used in this Service Description are defined either in the General Terms or in the attached Dictionary.

1. THE SERVICE

- 1.1 Telekom will provide, and you must acquire, the Service in accordance with the Agreement for at least the Committed Term. After the end of the Committed Term, Telekom will continue to provide, and you must continue to acquire, the Service in accordance with the Agreement until it is cancelled in accordance with the Agreement.
- 1.2 Telekom may amend the terms of the Agreement (including the charges) by complying with the Telecommunications Act and may notify you by using one or more of the following methods:
 - (a) by mail (to the last address that you have given Telekom);
 - (b) by email (to your Primary Email Address);
 - (c) by notice on the Telekom Company web site (www.telekom.com.sb); or
 - (d) By notice on the Telekom Internet Services customer portal (www.telekom.net.sb)

You acknowledge that you have consented to the sending of such notices by Telekom to you by email to your Primary Email Address. If you do not wish to be governed by the amended terms, you may cancel the Service by complying with paragraph 15.1 and paying any charges due under that paragraph.

- 1.3 In addition, Telekom may vary the Service if reasonably required for technical, operational or commercial reasons. If doing so has a significant detrimental effect on an Individual Service, then you may cancel that Individual Service, without penalty, by giving notice to Telekom within a reasonable period of time after the variation.

2. SERVICE DESCRIPTION

- 2.1 The Telekom Internet ADSL service is a Customer Access Network Service that provides access, via the Telekom Internet ADSL Network to the Internet and related services, such as email and the world wide web ('Service').
- 2.2 The following restrictions apply to the use of the Service:

- (a) The Service is not available in all locations and is not available in premises that are not serviceable by Telekom' public switched telephone network;
- (b) The Service can only be supplied using a direct exchange telephone line that is also connected to Telekom's ADSL enabled exchange areas;
- (c) You must be the legal lessee (account holder) of the telephone line to be used to connect to the Service.
- (d) You must be over 18 years of age, or if you are not over 18 years of age you must have obtained the consent of a parent, teacher or other responsible adult prior to applying for or accessing the Service. Minors (under the age of 18 years) must be supervised by a parent, teacher or other responsible adult at all times while using the Service, and Telekom is not responsible for any Internet content that may be viewed while using the Service.
- (e) You must not resell, share or otherwise distribute the Service (or any portion thereof) to any third party without the prior written consent of Telekom. Examples include but are not limited to, providing Internet access to others through a dial up or wireless connection.
- (f) You must not provide prohibited network services to others via the Service. Examples of prohibited use include, but are not limited to, providing or reselling Voice over IP (VoIP) services to the public. The resale of Voice services are not allowed under the current telecommunication regulations, and customers found to be doing this will be prosecuted to the full extent permissible under the law. Penalties may include fines and confiscation of equipment.

2.3 Telekom does not warrant that the Service is free from error or interruption.

2.4 In order to receive the Service you must meet all of the Supported System Requirements specified in the Standard Pricing Table and install, or arrange for the installation of all Required Equipment (including any Required Equipment supplied to you by Telekom).

2.5 You acknowledge that some telecommunications services are not compatible with the Service. These services, if currently operating, must be discontinued before the Service can be ordered and following the installation of the Service these incompatible telecommunications services will no longer be available. These services and products include, but are not limited to: PBX systems, and some answering and fax machine models. A list of known telecommunications services and products that are incompatible with the Service is published at: www.telekom.net.sb.

3. SERVICE PROVISION: YOUR SELECTIONS

3.1 You may have selected one or more features and characteristics applicable to the Service in your Application. Telekom will provide the Service to you based on those selections.

4. WHAT TELEKOM WILL PROVIDE AS PART OF THE SERVICE

4.1 Telekom will:

- (a) Provide you with the Required Equipment you order from Telekom in your Application;
- (b) provide you with any required ADSL Installation Software and Telekom Software;
- (c) use reasonable endeavours to provide you with High Speed access to the Internet (unless your Service has been Speed Limited) and any Telekom Internet ADSL content available on the Service;
- (d) provide you with a Primary Email Address and the option of creating a number of additional email addresses;
- (e) provide you with Additional Services, at the applicable charge and subject to the relevant terms and conditions;
- (f) provide you with Customer Support by telephone and email (see paragraph 10 below).

4.2 If Telekom does not supply any or all of the Required Equipment to you, you will need to have purchased all of (or the remainder of) the Required Equipment before Telekom can supply the Service to you.

4.3 Telekom will not be responsible for installing, maintaining or providing on-site technical support in relation to any Required Equipment it does not supply.

4.4 You acknowledge that you must provide:

- (a) the standard phone line described in paragraph 2.2(b)
- (b) a phone socket
- (c) a power point for the modem, if required

5. MONITORING SERVICES OR MULTIPLE TELEPHONY DEVICES INSTALLED ON TELEPHONE LINE

5.1 Where a monitoring service or other hard-wired Telephony Device is fitted on the telephone line used to deliver the Service, you acknowledge that a central splitter and network termination device ('**Central Filtering Equipment**') must be installed on this line at your cost in order to receive the Service.

5.2 If you connect four or more Telephony Devices to the telephone line used to deliver the Service you should install Central Filtering Equipment on this line. Failure to do so can result in interruptions or interfere with the Service.

5.3 If you install a monitoring service or other hard-wired Telephony Device after the Service is installed, you must ensure that Central Filtering Equipment is fitted on the telephone line used to deliver the Service on or before the installation of the Monitoring Service or other hard-wired Telephony Device.

- 5.4 You must install any Central Filtering Equipment at your cost.
- 5.5 You warrant that you understand that failure to install the Central Filtering Equipment can result in the Service being interrupted and/or the Service interfering with the operation of monitoring services or Telephony Devices.
- 5.6 Where you have a monitoring service installed on your telephone line, you warrant that you have notified the supplier of the monitoring service that installation of the Service and/or Central Filtering Equipment may cause a minor disruption in your telephone service or monitoring service.

6. INSTALLING THE SERVICE

- 6.1 Telekom will activate the Service by preparing the telephone circuits on your nominated telephone line.
- 6.2 Telekom will agree with you on a Service Start Date and a date for the Customer Premise Service Installation and will specify these dates in a confirmation email or letter.
- 6.3 You acknowledge that Telekom may activate the Service on your telephone line before completing the Customer Premise Services Installation and that there may be a minor disruption to your standard telephone service during activation of the Service.
- 6.4 Telekom will install the Service at your premises. You will be liable for the cost of any third party services that may be required in connection with the installation of the Service to your premises (eg electrician or licensed cabler).
- 6.5 You warrant that you understand that failure to correctly install approved:
 - (a) ADSL Filters on each Telephony Device; or
 - (b) Central Filtering Equipment in your premises;can result in the Service being interrupted and interfering with the operation of the Telephony Devices (see also Paragraph 5).
- 6.6 When a Customer purchases an ADSL modem from Telekom, Telekom will install the Service to a single computer which meets the Supported System Requirements. If the Customer wishes to attach the ADSL modem to a group of computers or other network device, then Telekom's responsibility will be limited to configuration of the ADSL modem so it meets the specification supplied by the Customer. In this situation, the Customer is responsible for configuring their own network and network equipment to communicate using the ADSL modem. On request, Telekom will provide documentation detailing the capabilities of the ADSL modems they provide before service installation takes place.
- 6.7 When a Customer purchases their own ADSL modem, Telekom will assure that the ADSL service is functional on their line and provide the necessary installation parameters, but is the Customer's responsibility to install their modem.

7. SERVICE CHARGES

- 7.1 The charges for the Service will depend on any features and characteristics selected by you in the Application.
- 7.2 You will be deemed to have commenced using the Service from the Service Start Date nominated in accordance with paragraph 6.2 above. However a prorated monthly service charge will only be applied once the Customer Premise Service Installation is completed successfully.
- 7.3 You must pay the service charges even if:
- (a) Your computer is not working;
 - (b) The Service is unavailable or the Telekom Network is temporarily down; or
 - (c) You are unable to use the Service for any other reason.
- 7.4 If you have paid for the Service in advance and then cease using the Service for any reason (other than where Telekom has cancelled the Service under Clause 13.2 of the General Terms), Telekom will not be liable to you for any refund except to the extent that Telekom is required by law to give you such a refund.
- 7.5 If your account is closed or the Service is cancelled, you must pay all outstanding charges immediately.

8. YOUR COMPUTER

- 8.1 In order to access the Service, you must provide a computer that meets the Supported System Requirements specified by Telekom, and the power supply required to run it. You (and not Telekom) are solely responsible for your computer and its operation.
- 8.2 If your computer does not meet the Supported System Requirements, you will not be able to successfully access, operate or use the Service. In addition, you will not be entitled to receive Customer Support relating to any issue other than the quality of the signal delivered to your modem.

9. EQUIPMENT

- 9.1 Telekom will provide you with the Required Equipment specified in your order. This equipment may be new or 'as new'. All risk in and title to this Required Equipment passes to you on delivery.
- 9.2 Alternatively, you may choose to supply some or all of the Required Equipment yourself for use with the Service. If you do:
- (a) any equipment, including ADSL modem and filters, must meet the requirements shown on the Telekom Internet ADSL list of approved equipment for use with the Service. This list is published at: www.telekom.net.sb; and
 - (b) the operation of the Required Equipment, and any repairs to it, will be your responsibility.

10. CUSTOMER SUPPORT

- 10.1 If you require support with your connection to the Service or have any questions relating to it you can contact Telekom Internet Helpdesk support by telephoning 677 24000 or emailing your inquiry to helpdesk@telekom.com.sb.
- 10.2 Telekom will provide Internet Helpdesk Support for the connection to the Telekom Internet ADSL Network of a single computer that meets the current Supported System Requirements. Telekom will not provide Customer Support for the connection of additional computers, networking devices or Local Area Networks to the Telekom Internet ADSL Network.
- 10.3 You acknowledge that Telekom Internet Customer Support may only provide limited assistance for equipment you supply yourself. However, full Customer Support is provided to all customers regarding billing, passwords and email and online services.
- 10.4 Telekom provides the Warranty Periods specified in the Standard Pricing Table at no extra cost, with equipment it supplies to you. The Warranty Periods do not apply where you have supplied your own modem or other equipment.
- 10.5 If you notify Telekom of a fault with the modem, or other Required Equipment Telekom has supplied to you, within their respective Warranty Periods, Telekom will, at its option, repair, replace, or provide credit for the faulty item at no cost to you. However, if no fault is found, or if the fault was caused by:
- (a) any non-Telekom equipment (such as your computer);
 - (b) any interference caused by an Intervening Event; or
 - (c) any interference with or modification to this equipment or a failure to use it in accordance with instructions; or
 - (d) damage caused by you, the customer,
- then Telekom will charge you for the repair or replacement (refer to Standard Pricing Table) including associated shipping and/or handling costs.
- 10.6 Outside any Warranty Period, the operation of the modem and other Required Equipment Telekom has supplied to you will be your responsibility. If Telekom replaces it, Telekom will charge you a fee (refer to Standard Pricing Table) for doing so.

11. SOFTWARE

- 11.1 Telekom will provide the ADSL Installation Software and other Telekom Software for use with the Service.
- 11.2 Telekom grants to you a non-exclusive licence to use the ADSL Installation Software and Telekom Software subject to this Agreement and the End User Agreement (EUA) provided with the software at the time of installation.

12. DATA USAGE LIMITATIONS

- 12.1 Each Telekom Internet ADSL Pricing Plan provides a monthly Data Transfer Allowance that represents the maximum Data Usage that can be used without excess data transfer charges being incurred.
- 12.2 You may at any time request to change your Pricing Plan, however a change of Pricing Plan will only take effect on the first day of the billing month following your request. Changing Pricing Plans does not effect the duration of the Committed Term.
- 12.3 Data Usage and Data Allowance are measured in Megabytes (MB) and for all purposes 1Gigabyte (GB) = 1000 Megabytes (MB).
- 12.4 Your Data Usage is reset to zero on the 1st day of each billing month. Your Data Usage applies to both Downstream and Upstream data usage.
- 12.5 An online data usage monitoring application is provided to allow you to see your Data Usage for the current billing month. The relevant page at the Telekom Internet Services customer portal (www.telekom.net.sb) will be updated approximately every 24 hours.
- 12.6 If your Data Usage exceeds the Data Allowance for any given billing month, then excess data charges will apply.
- 12.7 Any unused Data Allowance in any month cannot be rolled over into subsequent months.
- 12.8 The table "Bandwidth Usage - Some Practical Guidelines for Usage" available at <http://www.telekom.net.sb/bandwidth> sets out some practical guidelines on how to determine what types of usage of the Service use a large amount of bandwidth and therefore may increase your Data Usage.
- 12.9 You acknowledge and agree that Telekom may need to take steps (including temporary suspension of your Service) to protect against extreme data usage by you, even if you accept responsibility to pay for excess data usage.

13. USE OF THE SERVICE

- 13.1 Connecting a Local Area Network (LAN) to the Service for private use is permitted, however the set-up and configuration of a LAN connected to the modem is not supported by Customer Support (refer to paragraph 10.2 above).
- 13.2 All IP addresses provided by Telekom for your use remain Telekom' property. Unless a static IP address option is offered by Telekom and selected, the Service provides a dynamic IP address to connect you to the Telekom Internet ADSL Network, which may change from time to time without notification to you, and you must not configure your computer or modem to connect using a static IP address. If a static IP address is offered and selected, that address may be changed by Telekom from time to time on reasonable notice.
- 13.3 Telekom may interfere with or adjust aspects of the Service if it is necessary to do so for the efficient operation of the Telekom Network. These actions may include:

- (a) delivery of access and content via proxy servers and caches;
- (b) network management that may prioritise certain types of Internet traffic over others;
- (c) the blocking or filtering of specific Internet ports.

13.4 Telekom will communicate with you using your Primary Email Address. You agree to monitor this email account regularly to retrieve and review these communications.

14. IF YOU MOVE PREMISES

14.1 The Service may not be available from all locations. If you plan to move premises, you must give Telekom at least 30 days notice of your new address before you move.

14.2 If the Service is available at your new address:

- (a) Telekom may agree to provide the Service at your new address.
- (b) Telekom will charge you a relocation fee (see Standard Pricing Table).
- (c) Telekom will not charge you the Cancellation Fee applicable to the cancellation of the Service before the end of the Committed Term if you relocate your Telekom Internet ADSL service to your new address;

14.3 For technical or commercial reasons not all customers can be connected to the Telekom Internet ADSL Network. If the Service is not available at your new address and you move before the end of the Committed Term:

- (a) the Service will be automatically cancelled 30 days after you notify Telekom in accordance with paragraph 14.1; and
- (b) a Cancellation Fee will apply.

15. SUSPENSION AND CANCELLATION

15.1 You may cancel the Service after installation by giving Telekom 30 days notice. You must pay for the Service up until the end of the billing month in which the end of your notice period falls.

15.2 Where you cancel the Service after ordering but prior to installation, your Connection Fees are non-refundable.

15.3 If you cancel the Service after installation but before the end of the Committed Term, Cancellation Fees will apply.

15.4 If the Service is cancelled you must:

- (a) pay any outstanding Service charges, including applicable Cancellation Fees;
- (b) cease using and delete any Telekom supplied Software.

16. YOUR ACKNOWLEDGMENTS AND OBLIGATIONS

16.1 You must:

- (a) comply with Telekom' Acceptable Use Policy for the Service;
- (b) ensure that the software you use in relation to the Service is properly licensed;
- (c) comply with any rules imposed by any third party whose content or services you access using the Service or whose network your data traverses; and
- (d) not infringe any person's intellectual property rights (such as by using, copying or distributing data or software without the permission of the owner).

16.2 You acknowledge that:

- (a) the Service relies for its operation on content or services supplied by third parties, who are not controlled or authorised by Telekom; and
- (b) Telekom does not exercise any control over, authorise or make any warranty regarding:
 - (i) your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Service;
 - (ii) the accuracy or completeness of any content which you may use, access or transmit using the Service including any data which Telekom may cache as part of the Service;
 - (iii) the consequences of you using, accessing or transmitting any content using the Service, including without limitation any virus or other harmful software; and
 - (iv) any charges which a third party may impose on you in connection with your use of the Service.

DICTIONARY

Additional Services means additional functions provided with the Service that may be added, or removed from time to time. Examples include the USENET newsgroup feed, Multiplayer games, WebSpace hosting.

AUP / Acceptable Use Policy means the Telekom Internet Acceptable Use Policy prescribing the rules and guidelines which you must comply with in using the Services. (the Acceptable Use Policy is an attachment to these Terms and the most current version is always available at www.telekom.net.sb/aup).

Connection Fees means the Connection Fees set out in the Standard Pricing Table. **Cancellation Fee** means the fee calculated in accordance with the Standard Pricing Table.

Data Allowance means the amount of data that is provided in accordance with your selected Pricing Plan.

Data Usage means the amount of usage (measured in MB) that has been transferred in any given billing month.

Download / Downstream means data moving from the Telekom Internet ADSL Network to your modem or connected device.

ADSL Installation Software means any Telekom supplied software used and installed on a new customer's computer during installation and as updated for all customers from time to time.

Filtering Software means Internet filtering software approved by Telekom.

High-Speed means providing data transmission rates considerably faster than standard 28.8 kbps dial-up modems.

Telekom Internet ADSL Network means the data communications network through which the Service is provided, including all its constituent parts (both software and hardware).

Telekom Software means any software supplied by Telekom for use with the Service which may change from time to time. Including software such as browsers, email programs, etc.

Pricing Plan means a plan identified in the Standard Pricing Table.

Primary Email Address means the first email address provided with your Service. This email address may receive Service related communications from time to time.

Required Equipment means:

- (a) a Telekom Internet-approved ADSL modem, plus the computer cables and telephone cords needed to connect it to a computer and a telephone line;
- (b) a Telekom Internet-approved ADSL filter for each Telephony Device; and

- (c) any additional items that may be required for a customer's particular computer and telephone requirements.

Self-Installation Kit includes ADSL Installation Software, Telekom Software, and may include optional items such as an ADSL modem and In-line Filters.

Speed Limited means that your data usage speed will be limited to the maximum speed of a 28.8kbps dial up modem. In practice this will be a data speed ranging between 20 and 28.8kbps.

Supported System Requirements means the pre-requisite computer hardware and operating systems software required for installation and customer support and can be found at: www.telekom.net.sb/systemreq.

Telephony Device includes devices such as standard telephones, fax machines, answering machines and dial-up (analogue) modems. Some automated systems, such as back-to-base monitored alarm systems, have built-in telephony devices.

Upload / Upstream means data moving from your modem or connected device to the Telekom Internet ADSL Network.

Warranty Period means the period referred to in Paragraph 10.4 and specified in the Standard Pricing Table.

STANDARD PRICING TABLE

1. PAYMENT TERMS

- 1.1 You must pay the monthly service charges for any Committed Term specified.
- 1.2 You must pay the Charges even if you are unable to use the Service or access the Internet.

2. PRICING PLANS

Monthly Pricing

| Plan Name | Data Transfer (GB) | Speed Down/Up Stream (kbps) | Monthly Charge Standalone |
|----------------------------|--------------------|-----------------------------|---------------------------|
| SOHO Grade 128/64 | 1 GB | 128 / 64 | SB\$790.21 |
| Business Grade 128/64 | 3 GB | 128 / 64 | SB\$1,344.74 |
| Business Grade 256/64 | 6 GB | 256 / 64 | SB\$1,893.20 |
| Internet Café Grade 256/64 | 15 GB | 256 / 64 | SB\$2,715.89 |

Excess Usage charges apply on all plans. Excess monthly data will be charged at SBD0.35 per megabyte. All plans have a Committed Term of 12 months.

Installation Fees

| | |
|-----------------------------|-----------|
| Including ADSL Modem | SB\$1,779 |
|-----------------------------|-----------|

Customers providing their own approved ADSL modem receive SB\$700 discount off the Installation Fee.

Other Telekom Internet ADSL Service Charges

| | |
|---|---------|
| Speed Change | SB\$50 |
| Re-connection fee (e.g. after non-payment disconnect) | SB\$50 |
| Downgrade Charge – Refer to General Terms Section 11 | |
| Cancellation Fee – Refer to General Terms | |
| Move existing service to new serviceable address | SB\$600 |

Equipment Service Charges

| | |
|-------------------------|---------|
| New ADSL Modem Purchase | SB\$800 |
|-------------------------|---------|

NOTE: All pricing supplied does not include GST.