

INTELVISION Ltd. General Terms and Conditions - Residential Services

PLEASE RETAIN FOR FUTURE REFERENCE

1. This agreement is entered into between the customer _____ (hereinafter referred to as the Customer) and INTELVISION Ltd. (hereinafter referred to as Intelvision) a company registered in Seychelles having its Head office at Providence, East Coast, Mahe for the provision of:

- a) Television;
- b) Residential High-Speed Internet;
- c) Residential Telephony (“the Services”).

2. In this Agreement

(a) “Customer” means an individual named on the invoice, whether acting for himself or for others, who shall be responsible for paying the charges for the Services provided under the Agreement and shall be entitled to receive any notice and information relating to the Agreement or the Services; and

(b) “Agreement” shall mean the agreement in effect from time to time between INTELVISION and the Customer which is subject to amendment in accordance with clause 16 hereof, including, but not limited to, the present terms and conditions, and any other document or form designated by INTELVISION in accordance herewith as forming part of the Agreement.

3. By using INTELVISION’s Services, the Customer expressly agrees to be bound by the terms and conditions of this Agreement. If the Customer does not agree with the terms and conditions of the Agreement, INTELVISION may terminate the Agreement in accordance with the terms hereto and INTELVISION shall cease to provide the Services.

4. INTELVISION the Customer’s bill for the Services shall be due and payable in full by the due date shown on the front of the invoice.

5. The Customer agrees to pay the total bill charges (including taxes) due using any of the following methods:

- a) Automatically by pre-authorized bank withdrawals or credit card payment;
- b) By mailing a cheque or money order to INTELVISION.
- c) By cash.
- d) By electronic payment.
- e) By payment kiosk.

6. An administration charge will be levied, if the Customer’s cheque is returned for insufficient funds (NSF) or in the case of a refused bank account or credit card pre-authorized debit.

7. Overdue accounts for any particular Service billed by INTELVISION may result in cancellation of any or all of the Services.

8. It is acknowledged by the Customer that the Services are covered under the Broadcasting and Telecommunications ACT of Seychelles and as such any unauthorized connection to INTELVISION’s Services or equipment, interfering or tampering with INTELVISION’s Services or equipment or unauthorized use of INTELVISION’s Services or equipment is prohibited law and may also amount to the commission of other offences under the Penal Code of Seychelles. The Customer agrees to immediately inform INTELVISION either in writing, by calling INTELVISION’s customer service on 4414243 or via their web site at www.intelvision.sc, if the Customer notices at any time that any of the Services is being used unlawfully.

9. The Customer agrees not to use the Services in a manner that is contrary to applicable laws or regulations. Any breach of applicable laws or regulations may result in the immediate termination of this Agreement and/or any of the Services used wrongfully being disconnected or suspended.

10. The Customer agrees that all equipment installed or provided by INTELVISION shall remain the property of INTELVISION, except for equipment purchased and paid for by the Customer which is neither returnable to non refundable by INTELVISION. Fees may be charged to the Customer for the installation of the Services and/or use of INTELVISION'S equipment. The Customer will protect any of INTELVISION's equipment which is at his disposal from being defaced, tampered with or damaged, and will not permit anyone other than a representative of INTELVISION to perform any work on such equipment, unless otherwise expressly allowed by INTELVISION. The Customer acknowledges and accepts full responsibility for all equipment installed by INTELVISION at the premises at the Service address and agrees to reimburse INTELVISION for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned equipment or part thereof. The Customer is responsible for returning INTELVISION's equipment upon termination of a Service or this Agreement, to INTELVISION's closest retail location or, in the absence of such retail location, to contact INTELVISION to arrange for equipment's return. In the event the Customer fails to return said equipment or fails to comply with the terms and conditions of this Agreement, INTELVISION may, at its option, repossess such equipment and charge the Customer any costs incurred in connection therewith, and/or charge the Customer the full replacement cost of the unreturned INTELVISION's equipment.

11. The Customer hereby grants INTELVISION, its employees, representatives, contractors, subcontractors and agents' reasonable access to the Customer's premises Service address at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect INTELVISION's Services or equipment. Charges may apply if a service call is required to restore any of the Services of a Customer and it is determined that the problem does not originate from INTELVISION's network. Charges may also apply if the Customer solicits INTELVISION's technical assistance by telephone. In addition, charges may apply in the event that the Customer expressly requests that the Cable Services delivered by INTELVISION be downgraded.

12. If the Customer does not own the premises where the Services are to be provided, the Customer warrants that the Customer has the consent of the owner of the premises or otherwise has the authority to allow INTELVISION to install, inspect, service, maintain, remove or disconnect INTELVISION 's Services.

13. The Customer can obtain more information about the fees applicable under this Agreement on the INTELVISION's website at www.intelvision.sc or by contacting INTELVISION's customer service on 441 42 43.

14. INTELVISION may propose to change, modify, add or remove any provision of this Agreement (including the Acceptable Use Policy referred to below, if applicable) at intervals of at least 30 days. Such changes may include, without limitation, modifications, additions to or removals from the Services, their features and charges, or the terms and conditions upon which INTELVISION distributes and the Customer receives the services. INTELVISION will provide written notice to the Customer at least 30 days before the effective date of change, modification, addition or removal, which notice may be sent via e-mail, post or any other means of providing written notice. Following receipt of such notice, the Customer shall indicate to INTELVISION whether or not he accepts such change, modification, addition or removal of the Service. If the Customer does not agree to any such change, modification, addition or removal proposed in the notice, the Customer may, before the effective date of change, notify INTELVISION that the Customer is terminating the Agreement in accordance with clause 17 of this Agreement and cease using the Service in question thereafter. If the Customer does not give any such notice to INTELVISION by the effective date of change, then the proposed changes to the Services and to this Agreement (if any) will become effective on the effective date of change.

15. Subject to the qualification set out in clause 18 below, the Customer may at any time, by giving at thirty (30) days' prior written notice to INTELVISION, cancel this Agreement or any Service provided under this Agreement.

Applicable charges shall continue to apply until the thirty (30) days have elapsed. The Customer shall remain liable for the payment of all outstanding balances accrued up to the date of termination.

16. If an Agreement results from the Customer subscribing to a Service as part of a promotion (“Promotion”) offered by INTELVISION whereby the Customer enjoys lower rates or other privileges or benefits which would not have been the case without such Promotion, this Agreement shall be for a term of at least the minimum contract period required by the Promotion (the “Promotion Period”). Should the Customer cancel a Service before the expiry of the Promotion Period, the Customer shall pay INTELVISION the penalties indicated in the Promotion and in the Agreement. Following the expiry of the Promotion Period, the Customer may terminate the Agreement or cancel the Service at any time by giving at least thirty (30) days’ prior written notice to INTELVISION.

17. In addition to all other rights given to INTELVISION under this Agreement (including in the Acceptable Use Policy referred to below, where applicable), INTELVISION may:

- a) at any time, upon at least thirty (30) days’ prior notice to the Customer, cancel this Agreement or any Service provided under the Agreement; or
- b) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to the Services or cancel the Agreement if:
 - I. the Customer fails to comply with one or more of the provisions of the Agreement other than the Customer’s payment obligations contained in clauses 4 and 5 hereof; or
 - II. upon the occurrence of any act of bankruptcy on the part of the Customer, or if the Customer becomes insolvent, relies upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against the Customer.

18. INTELVISION does not warrant uninterrupted use or operation of the services. INTELVISION will not be liable for any interruptions in service or any delay or failure to perform to the maximum extent permitted by applicable law. INTELVISION disclaims all warranties, either express or implied, regarding the services provided to the customer. The customer acknowledges that INTELVISION and its affiliates, directors, shareholders, officers, employees, agents, consultants and carriers, shall not be held liable with regard to any damage arising, directly or indirectly, from this agreement. In no event shall INTELVISION have any liability to the customer for special, indirect, incidental or consequential damages arising from this Agreement. Where permitted by applicable law, INTELVISION's maximum liability toward the customer shall be limited to the total amount paid to INTELVISION by the customer under the Agreement during the 12-month period immediately preceding the date of the claim. The present clause will survive termination of the Agreement.

19. INTELVISION collects personal information on its Customers and uses such information to develop and maintain its relationships with its Customers, its employees and other persons, to provide its Services, or to receive services it requires, and to ensure that all related transactions are supported and implemented; to understand and assess the interests, wants and needs of Customers with a view to improving current Services, or to offer new services; to manage its business and to ensure the efficiency, reliability and security of its systems; and to fulfil its obligations under the law. Unless a Customer provides express consent or unless disclosure is pursuant to a legal power, all information kept by INTELVISION regarding the Customer, other than the Customer’s name, address and listed telephone number, is confidential and may not be disclosed by INTELVISION to anyone other than:

- a) the Customer;
- b) a person who, has been expressly authorized by the Customer
- c) another telecommunication service provider, upon consent of the customer;

- d) a person or entity involved in supplying the customer with telephone-directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- e) an agent retained by INTELVISION in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose;
- f) a credit rating/entity provided the information is required for and is to be used only for that purpose.

Express consent to disclosure may be taken to be given by a customer where the Customer provides:

- a) written consent;
- b) oral confirmation verified by an independent third party;
- c) electronic confirmation through the use of a toll-free number; or
- d) electronic confirmation via the Internet;
- e) oral consent, where an audio recording of the consent is retained by the carrier; or
- f) consent through other methods, as long as an objective documented record of customer consent is created by the Customer or by an independent third party.

In light of the above, the Customer hereby expressly consents to INTELVISION requiring, collecting from and providing to third parties, including but not limited to, credit reporting agencies, credit history information regarding its Customers and their accounts. The Customer also hereby expressly consents to INTELVISION requiring and collecting from the Customer, and providing to third parties, personal information for the purposes set forth in the first paragraph of this clause, and for those purposes only. For more information about the privacy of the Customer's personal information, please visit our website at www.intelvision.sc.

20. The failure of INTELVISION to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Customer agrees that if any portion of this Agreement is held invalid or unenforceable, the remaining portions will remain in full force and effect.

21. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Seychelles and the laws of Seychelles applicable therein.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO INTELVISION HIGH SPEED RESIDENTIAL INTERNET SERVICE

22. By subscribing to INTELVISION's High Speed Residential Internet Service, the Customer acknowledges and agrees to comply with all applicable laws and regulations. The Customer understands that in the event of a submarine cable cut, there may be disruptions or delays in services. INTELVISION will make reasonable efforts to restore services promptly in such situations. Should the Customer disagree with any aspect of this agreement, they are required to immediately cease usage of the High-Speed Residential Internet Service and notify INTELVISION's customer service to terminate this Service.

SPECIFIC TERMS AND CONDITIONS APPLICABLE TO INTELVISION'S RESIDENTIAL DIGITAL PHONE SERVICE

23. The INTELVISION Residential Telephony Service should only be used from the Customer's telephone located at the premises at the service address specified in the Customer's Agreement, which is connected to INTELVISION's multifunction cable modem and is provided to the Customer as a residential user, for personal, residential, non-business and non-professional use. This means that the Customer shall not use this Service for any mercantile activities, including, without limiting the generality of the foregoing, for the operation of a home office, business, sales, telecommuting, telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast, fax blasting or any other activity that would contravene or be inconsistent with normal residential usage patterns. This also means

that the Customer is not to resell or transfer this Service to any other person for any purpose, or charge any fees for the use of this Service, without express prior written permission from INTELVISION, upon discovering that use of this Service or any functionalities related thereto by Customer is contravening the terms of this present clause or exceeds, in INTELVISION's sole judgment, reasonable usage limits with regard to such a personal or residential use, may, at any time and without prior notice, limit or suspend access by the Customer to this Service. In such cases, the Customer must contact INTELVISION's customer service which may require payment of owed charges in order to restore Customer access to this Service.

24. The customer understands and acknowledges that this service may be disrupted in the event of a power outage, an interruption of the internet service or the suspension of internet service by INTELVISION.

25. INTELVISION reserves the right to change the number assigned to the Customer, but will, however, take all reasonable measures to prevent such an occurrence. In the event of such a change, INTELVISION will endeavour to give reasonable prior notice to the Customer.

26. The INTELVISION Residential Telephony Service allows access to the 999 emergency services in a traditional manner, as long as INTELVISION's multifunction cable modem connected to the Customer's telephone set remains at the same physical address given by the Customer to INTELVISION at the time the initial subscription to the INTELVISION Residential Telephony Service was made. INTELVISION's multifunction cable modem shall remain where this Service was initially installed and as long as the Customer subscribes to INTELVISION's Residential Digital Phone Service, in order to ensure that the 999 calls will be handed off to the Emergency 999 Call Centre serving the Customer's residence, and that the address from which a 999 call is placed will correspond to the physical address registered in the 999 database associated with the Customer's telephone number. The Customer understands that any breach hereof may result in the 999 emergency services being unavailable. Emergency 999 service will not work properly if the Customer experiences one of the following (but not limited to these) technical problems with INTELVISION's Residential Telephony Service: failure of INTELVISION's multifunction cable modem; a gateway configuration problem; an electrical power outage or an Internet Service outage. In light of the characteristics and limitations described above, the customer acknowledges that INTELVISION and its affiliates, directors, shareholders, officers, employees, agents, consultants and carriers, shall not be held liable with regard to any direct or indirect damage arising, directly or indirectly, from the 999 service, the way it operates or does not operate.

27. Certain non-voice communication equipment, including, but not limited to, home security systems that are set up to make automatic phone calls, and medical monitoring devices, may not be compatible with the INTELVISION Residential Digital Phone Service. INTELVISION will not connect its Residential Digital Phone Service to any home security or emergency medical alert system. Nevertheless, should the Customer decide to connect any home security or emergency medical alert system to the Residential Digital Phone Service of INTELVISION? INTELVISION will not provide technical support for any such connection and will not incur any kind of liability whatsoever resulting from such a connection. By accepting this Agreement, the Customer waives any claim against INTELVISION for any interference with or disruption of such systems due to their connection to INTELVISION's Residential Digital Phone Service.

28. In the case of errors or omissions in directory white page standard listings, whether or not the error or omission is with regard to a telephone number, INTELVISION's liability is limited only to correcting the error or omission that has occurred.

EXCLUSIONS

The Warranty of all INTELVISION equipment (Decoders, Enhanced Media Terminal Adaptors (EMTA's), and Smart Cards) excludes



- a) Physical damage to the surface of the product, including cracks or scratches on the casing
- b) Damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to open, repair or modify the product, or any other cause beyond the range of intended use;
- c) Damage caused by accident, fire, power changes, other hazards, or acts of god; or,
- d) Use of the product with any non Intelvision approved third party device or service if such device or service caused the problem.

Name: _____

Signed: _____