AMPLIA COMMUNICATIONS LIMITED
TERMS AND CONDITIONS OF SERVICES

1. Definitions and Interpretation

1.1 Your agreement with Us (the "Agreement") consists of:

- This set of terms and conditions (the "Terms") including the specific terms and conditions applicable to Internet and TV Services attached hereto as Schedules 1 and 2 respectively;
- Our acceptable usage policy for the Services (the "Acceptable Use Policy") which we may amend from time to time;
- The description and charges of the specific service acquired by You from Us (the "Fee Schedule"), which we may amend from time to time; and
- The application form identifying the Service Offering and Service You want to acquire and Your personal information (The "Customer Application Form and the Customer Acceptance Agreement")

Other terms specified by Us, which may be updated from time to time and posted on Our website, www.amplia.co.tt (the "Website")

These documents set out the basis up on which We will provide the Services to You.

1.2 In this Agreement, We will use the following terms and expressions:

"We", "Us", "Our" or "Amplia"	Shall mean Amplia Communications Limited, a company incorporated under the laws of Trinidad and Tobago and having its registered office at 1 Edward Street, Port of Spain, Trinidad, and duly authorized to provide the Services by virtue of a Concession granted by the Minister of Telecommunications under the provisions of Telecommunications Act, 2001 (as amended).
"You", "Your" "Customer"	Means the Customer We make this Agreement with and includes any person that We reasonably believe is acting with Your authority.
"Agreement"	Means this agreement between You and AMPLIA, including all documents described in clause 1.1 of these Terms.
"Assurance"	Means to execute proactive or reactive maintenance activities to ensure that the services provided to You are continuously available and with the appropriate quality levels.

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"Authorized Third Parties"	Means a person other than the Customer that can use the service under Your authorization.
"Billing"	Means to collect appropriate usage records, determine charges and billing information, produce timely and accurate bills, and process and collect payments appropriately.
"AMPLIA Equipment"	Means equipment owned, leased or controlled by AMPLIA that is located at non-AMPLIA locations.
"Charges" or "Fees"	Includes service fees, usage fees connection fees, fees for AMPLIA Equipment, and all other fees payable by You for use of the Services.
"Cookies"	Means a tiny element of data that a web site can send to Your browser which is stored on Your hard drive so that We can do things such as better serve You as You navigate through Our site or when You return.
"Customer Information" or "Personal Information"	Means personal or sensitive information or data which You provide to Us when You apply for and use Our products and/or Services.
"Customer Premises Equipment (CPE)"	Means all hardware, software, cabling and related facilities provided and used by You in relation to a Service.
"Business Days"	Means Monday to and including Friday, excluding holidays.
"Fulfillment"	Means to provide You (the Customer) with the requested product or service in a timely and correct manner.

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"Intellectual Property"	Means Patents, design rights, trademarks, copyrights, rights existing in trading, business or domain names and e-mail addresses, rights in inventions, rights in databases and all other intellectual property in any part of the world whether registered or not.
"Interest Rate"	Means the simple interest rate fixed at prime as set by the Central Bank of Trinidad and Tobago from time to time.
"Business Customer"	Means a Customer who we reasonably believe is not a Residential Customer, including any Customer who uses Services at a Service Address which falls within one or more of the following categories:

a. an office, store, hotel, restaurant or any other place of business nature;

b. a boarding house with more than 5 rooms available for rent, a college, club, school, library, church, hospital or a private or public institution;

c. any location in respect of which any title indicating a trade, occupation or profession is used

d. in general, where the substantial use of the Services is for the use of a business, profession or occupation rather than personal.

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"Network"	Means the electronic communications system by which We make services available in Trinidad and Tobago.
"Network Security"	Means the protection of Our network and its services from unauthorized modification, destruction, or disclosure.
"Notice"	Means any of the following a post on the website; post in AMPLIA's office in a visible place; bill insert or bill page message; communication to Your billing address; call to Your telephone number; email to Your provided email address; text message; publication in local newspaper or such other modes of communication that We deem reasonably practicable.
"Policies"	Means the terms and conditions which govern Your use of Our Products and/or Services.
"Residential Customer"	Means a Subscriber who is a natural person who uses Our services and/or who contracts residential services.

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"Service or Service Offering"	Means the service You have ordered in the Customer Agreement Form including new, extra or substitute services and features which We agree to supply You at a later date.
"Service Commencement Date"	Means the date the Services are available for operation and/or are installed at Your premises.
"Site"	Refers to a physical location where AMPLIA equipment or CPE shall be located and/or a fixed service shall be provided.
"Suspension"	Means temporary disconnection of services.
"Term"	Means the fixed period for the supply of the Service as set out in the Customer Application Form as Customer accepts, starting from the Service Commencement Date.
"Termination Fees"	Means the charges levied upon termination of a particular service and as set out in the Fee Schedule and Specifications.

ENTIRE AGREEMENT

1.3 These Terms along with the other documents referenced in clause 1.1 constitute the entire agreement between You and Us. All prior negotiations, representations, proposals, understandings and agreements, whether written or spoken, are overruled by this agreement.

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2. Service Standards

2.1 We will supply the Services with the reasonable skill and care of a competent telecommunications service provider.

2.2 We do not guarantee that the Services will be continuously available and/or fault-free. The Customer acknowledges that faults may occur from time to time. We will take commercially reasonable steps to prevent and resolve unplanned interruptions.

2.3 We will use reasonable efforts to provide all Services subject to technical feasibility.

2.4 We cannot guarantee that maximum transmission speeds can be obtained at any time. We will use commercially reasonable efforts to inform You of any issues, and attempt to resolve them as soon as is reasonably practicable.

2.5 Internet services rely on interconnected networks beyond Our control. We cannot make warranties regarding their performance, reliability or integrity.

2.6 We shall use commercially reasonable efforts to provide the Services within any time periods and/or by any date indicated to You, but all time periods and dates are estimates and except where explicitly stated We shall have no liability for any failure to meet any date or perform any of its obligations within the period indicated.

2.7 We may change the way We provide a Service. If a change or proposed change is unacceptable to You, You have the option to terminate this Agreement without charge. You will be responsible for all charges incurred up to and including the date of termination.

2.8 You expressly agree that from time to time we may market our Services directly to you. You may opt out of receiving such marketing messages by selecting “unsubscribe” on the email sent to you or by calling into the contact centre and requesting to be removed from the mailing list.

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3. Contract Term

3.1 Your contract for a specific Service Offering commences when You apply for services by completing the Customer Application Form, and when the requested Service has been activated and will continue for the Term or until the services for the Specific Service Offering acquired are terminated or expire.

4. Charges, Billing and Payments

CHARGES

4.1 You shall pay the Charges for each Service as requested and agreed (whether used or not by You), and where applicable, Equipment, as explained below:

a. Special Installation Charges: Payable as agreed between the parties if We provide special installation services.
b. Service Charges: Generally payable in advance for Your service plan and features.
c. Usage Charges: payable after use. They may be billed at the end of the billing cycle or when they are incurred.
d. Equipment Rentals: payable monthly in advance.

We will not charge You for services or equipment that You have not ordered.

4.2 Fees and Charges are set out in the Fee Schedule.

4.3 You are liable for all Charges in Your account, including those that arise from unauthorized and/or fraudulent use. Service usage will be charged to Your account until We receive a request to suspend the provision of the Service.

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INVOICING/BILLING

4.4 Upon request, We will issue to You monthly, one invoice(s) at no charge to You which shall set out the Charges due to Us in accordance with the Agreement. Any additional copies will incur a fee.

4.5 Invoices will be sent by physical or electronic means to the billing address as specified in the Customer Application Form, or the address notified to Us from time to time).

4.6 Failure to receive an invoice does not relieve You of Your responsibility to pay the amount due. Please inform our Customer Service if You do not receive an invoice.

4.7 Charges begin to accrue once you begin to use the Service and continue through the full billing period.

4.8 Unless otherwise stated in the Fee Schedule You will be billed:

a. In advance for subscription, rental and other recurring Charges.
b. If service is installed or changed during the billing period, services will be billed pro-rata.
c. In arrears for usage, and other non-recurring charges

4.9 If We or any of Our representatives make a mathematical error, We shall correct it or modify it. Errors do not constitute a change in the Service Offering.

4.10 We are not obliged to consider claims of incorrect billing made after three (3) months from the date of the invoice. If You reasonably, and in good faith dispute a charge on Your billing or invoice, You must contact Us within three (3) months of the date that you receive Your billing, providing Us with details of why the billed amount is incorrect. If You do not contact Us within the three (3) month period You will have waived Your right to dispute the billing. All undisputed portions of the billing must be paid by the due date to avoid possible interruption, suspension or termination of Your service.

PAYMENT

4.11 You shall pay each invoice issued by Us (including any invoice relating to Termination Fees) within 30 days of the date of invoice, in full without any deduction or set off.

4.12 Methods of payments include cash, credit card, debit cards, cheques and electronic payments. AMPLIA reserves the right to refuse to accept cheques if more than twice in a calendar year any cheque received from You is deemed not-sufficient funds.

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4.12 Amplia may, upon providing prior written notice to You, consolidate bills issued in Your name for convenience of presentation, regardless of the type of service provided. Such consolidation shall not alter the billing cycles, payment due dates, or applicable terms of payment associated with each individual service. Each service shall continue to be billed and payable in accordance with its respective service agreement and billing schedule.

Amplia may also transfer balances to or from any of Your accounts, including those relating to services not covered under this Agreement, provided that such transfers shall not affect the billing cycles, due dates, or payment obligations of any individual service. Any such transfer shall be clearly identified in the relevant statement of account, and prior notification of the transfer shall be provided to You.

Amplia shall make reasonable efforts to ensure that all charges, credits, and balances related to each service (including internet, television, or other services) are separately and clearly itemized on all consolidated statements issued to You.

4.13 We reserve the right to have balances collected from You by a third party Agent acting on Our behalf.

NON PAYMENT / SUSPENSION

4.14 If You fail to pay on time or at all, We will notify You of Your overdue debt, and then take the following actions:

a. Charge interest on amounts overdue from the due date until the payment is actually received at the Interest Rate
b. Suspend the provision of all or a part of the Services with reasonable notice until such time as all payments due including all interest accrued have been paid and satisfied in full.
c. Recover all costs incurred by Us for collecting delinquent or dishonored payments.

CREDIT LIMITS

4.15 We may establish credit limits at Our discretion for all customers. If it is exceeded without an additional deposit or other acceptable arrangement, We may suspend Your service, after notification to you

4.16 We may require that You establish and maintain credit in one or any combination of the following ways:

a. A deposit.
b. By providing acceptable credit references
c. By providing a suitable written guarantee in a form prescribed by Us

4.17 We will establish Your credit limit based on Your average monthly invoice or billing.

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DEPOSITS

4.18 We will return any deposit to you after termination of the Agreement and after the settlement of any outstanding Charges.

4.19 Where applicable, We will pay simple interest at Interest Rate on all deposits.

4.20 We reserve the right to set off any deposit and interest against the Charges

4.21 Service applicants who had defaulted on payment to Us, We will request a deposit for restoration of service or for provision of new Service.

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5 Addition of Services

5.1 You may request new Services by submitting a Customer Application Form, in person, by phone or by using Our online services, which We may accept or reject. Once We have accepted a new Customer Application Form:

a. We shall supply You the requested Services pursuant to the Agreement.

b. The Service shall be deemed added to this Agreement

6 Changes of Services

6.1 You may request a change to the Services including but not limited to the following:

a. Addition to a Service
b. Termination of certain Service
c. Change of service specification or type
d. Change to the location or site where a Service is supplied

6.2 To request a change to the Services You must authenticate Your identity by any method used in the application process and verified by us.

6.3 We shall supply You with a written response including by electronic communication confirming whether or not we would accept the changes and may specify in such notice:

a. Additional charges resulting from the change
b. Customer readiness related to the service
c. Timescales for the delivery of the change

6.4 You must confirm to AMPLIA in writing including by electronic communication whether or not You would like to proceed with the change.

6.5 If You need to change the location of the Site in which We provide You a Service, You may request Us to provide You the Service in the new Site, by notifying Us in writing not less than fourteen (14) Business Days in advance. Delivery of the service to the new Site is subject to a site survey.

7 Authorized Third Parties

7.1 You may permit an Authorized Third Party to use the Services We supply to You under this Agreement. It is Your responsibility to ensure that the Authorized Third Party is aware of and complies with the terms of the Agreement. You shall be liable to AMPLIA for any and all:

a. Claims, losses and expenses suffered or incurred by AMPLIA as a result of a breach of a term of this Agreement resulting from an Authorized Third Party's use of the Services
b. Losses, costs and expenses resulting from any claims against AMPLIA made by any of the Authorized Third Party.

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8 Changes to the Agreement

8.1 We reserve the right to and may vary these Terms and Conditions and any Policies, including but not limited to changes in Charges, Fees or the introduction of new Charges.

8.2 We will provide You with at least thirty (30) days' notice of any change.

8.3 Your continued use of the Services after the effective date of any change shall constitute Your acceptance of the revised Terms and Conditions. If You do not agree with any change, You may discontinue the affected Service by providing written or electronic notice to Amplia within the thirty (30)-day notice period. Upon such notification, the affected Service will be terminated without penalty as of the effective date of the change. Amplia shall not be liable for any claim or loss arising solely from such variation or termination.

9 Suspension

MAINTENANCE AND EMERGENCIES

9.1 We may suspend the Services in any of the following circumstances:

a. In order to carry out maintenance or testing of the Network
b. During any technical failure of the Network (unplanned interruption)
c. When it is necessary to safeguard the security and integrity of the Network or to reduce the incidence of fraud
d. When We identify usage outside the Acceptable Usage Policy
e. Because of an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's or user's own security (unplanned interruptions); or
f. Any other circumstance requiring a planned service interruption

9.2 Subject to Section 9.1, We shall endeavor to keep all such suspensions to a minimum and shall give You notice of such suspensions, except in cases of fraud.

9.3 You shall remain liable for all Charges during any period of suspension arising from the circumstances described in Clause 9.1 of these Terms and Conditions.

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ACTIONS OF THE CUSTOMER

9.4 We may, without prejudice to Our other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:

a. If You fail to comply with the terms of this Agreement, or if there is a breach by You of the Acceptable Usage Policy, after being given written notice of the failure (including but not limited to a failure to pay any Charges due hereunder).

b. If You allow anything to be done whether criminal or fraudulent, persistent nonpayment or late payment, which in AMPLIA's reasonable opinion may have the effect of jeopardizing the operation of the Network or the Services, or if the Services are being used in a manner prejudicial to the national interests or to the interests of AMPLIA and/or a supplier of AMPLIA.

9.5 If We suspend Your Services in accordance with clause 9.4 of these Terms, other than for criminal or fraudulent activities outlined in clause 9.4(b), We shall restore the Services if the circumstance is remedied.

10 Termination

TERMINATION FOR CONVENIENCE

10.1 You have the right to terminate this Agreement in whole or in part by giving Us written notice of termination. Upon receipt of any such notice of termination, Amplia will terminate services to you within seven (7) days and any remaining credit due to you shall be repaid within fourteen (14) days of the service termination. Any equipment belonging to Amplia must be returned within seven (7) days of service termination.

10.2 We have the right to terminate this Agreement in whole or in part by giving You thirty (30) days' written notice of termination. Under this situation, You will not be liable for any fees applicable, including but not limited to the Services Offering which may have been discontinued by AMPLIA, but will be responsible for fees associated to the usage up to and including the date of the date of termination. This applies to Our current and discontinued Services.

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TERMINATION RESULTING FROM CHANGES TO THE AGREEMENT

10.3 You are entitled to terminate a Service by providing seven (7) days' notice if:

a. We increase the prices and/or tariffs set out in the Fee Schedule in respect of that Service pursuant to clause 8.1 of these Terms and that increase is unacceptable to You.
b. AMPLIA substantially varies the terms of this Agreement that relate to that Service pursuant to clause 8.1 of the Agreement and that variation is unacceptable to You.

10.4 Should You elect to terminate in accordance with clause 10.3, You remain liable for all Charges related to the service until it is terminated but shall not be liable for any penalties.

TERMINATION FOR CAUSE

10.5 You may terminate this Agreement by providing to AMPLIA seven (7) days' notice in the event that We:

a. Have committed a material breach of this Agreement that is incapable of remedy.
b. Have committed a material breach of this Agreement that is capable of remedy, and We have failed to commence remedying that breach within three (3) days of You supplying written notice specifying the breach and requiring Us to remedy it.

10.6 We may terminate this Agreement (in whole or in part) by providing seven (7) days' notice in writing if:

a. You commit a material breach of this Agreement that is incapable of remedy
b. You commit a material breach of this Agreement that is capable of remedy but fail to remedy that breach within three (3) days of AMPLIA supplying written notice specifying the breach and requiring its remedy
c. If any of the events in clause 9.4 of these Terms and Conditions occur.

10.7 You remain liable for all Charges related to the service until it is terminated, including any penalties.

BANKRUPTCY

10.8 We may terminate the Agreement by providing fifteen (15) day's notice in writing if You become insolvent or bankrupt, You enter into any arrangement with Your creditors, or if any legal action is taken or threatened against Your property.

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CONSEQUENCES OF TERMINATION

10.9 Termination of this Agreement or the expiry of Your Service for whatever reason shall not affect:

a. The rights and obligations of the parties which have accrued prior to such termination or expiration
b. any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement.

10.10 On termination or expiry of this Agreement or Your Service:

a. Any sums properly due from one party to the other will become payable within fifteen (15) days of termination (including Termination Fees)
b. You shall cease using the Services
c. You shall return Our Equipment, in accordance with these Terms and Conditions.

11 Equipment, Devices and Software

EQUIPMENT OR DEVICE PROVIDED BY US

11.1 The Services may include use of AMPLIA Equipment. Title to the AMPLIA Equipment will not pass to You. You must provide electrical power for the AMPLIA Equipment and keep the AMPLIA Equipment physically secure and free from liens and encumbrance. You will bear the risk of loss or damage (other than ordinary wear and tear) to the AMPLIA Equipment.

11.2 While AMPLIA Equipment is in Your location, You must comply with the following:

a. Only use the AMPLIA Equipment to receive the Service for which it was installed
b. Follow the instructions We or Our suppliers provide in respect to the AMPLIA Equipment
c. Do not tamper, move, or modify the AMPLIA Equipment
d. Do not attempt to repair, or allow anyone different from Us or Our suppliers to do it
e. Upon notice, allow Us or Our suppliers to inspect the AMPLIA Equipment
f. Notify Us if AMPLIA Equipment is lost, stolen or damaged

11.3 We will provide reasonable maintenance service and repair for all AMPLIA's Equipment controlled by Us. Additional maintenance services may be offered to You pursuant to a Maintenance Agreement with Us.

11.4 You will be responsible for any costs related to repairing Our Equipment damaged or used inappropriately by You. We shall be permitted to add these costs to Your account.

11.5 If Our Equipment is lost or stolen, You shall notify Us immediately. When We receive the notification We will block the equipment from using the Services.

11.6 Any usage charges incurred prior to notifying Us that the equipment was lost or stolen, remain Your responsibility and will be billed to You.

EQUIPMENT OR DEVICE NOT PROVIDED BY US

11.7 All Services do not work on all equipment or devices. If You do not have suitable equipment or devices available, the Service may not function correctly. We will not be liable for Your equipment's inability to receive the Service. We may choose not to provide Services that do not function correctly in Your equipment. It is Your sole responsibility to guarantee technical compatibility with Our Network and the Service.

INTELLECTUAL PROPERTY

11.8 The Intellectual Property rights that exist in Services, software and AMPLIA's Equipment are owned by Us and Our licensors and are protected by Trinidad and Tobago and international laws. By supplying You with Services, software and AMPLIA Equipment, We are not transferring or assigning ownership of any Intellectual Property rights in or relating to the Equipment to You.

11.9 Where We create Intellectual Property rights during or as a result of the supply by Us of Services, software and AMPLIA Equipment to You, We shall own all such Intellectual Property rights.

11.10 You agree not to infringe, misappropriate, discredit, dilute or violate the Intellectual Property rights of AMPLIA or any third party in any way. Except for a limited license to use the Services. Your purchase of Services and AMPLIA Equipment does not grant You any license to copy, modify, reverse engineer, download, redistribute, or resell Our intellectual property or the intellectual property of others related to the Services and/or to Our Equipment.

11.11 Intellectual Property may be used only with Our Service unless expressly authorized by Us.

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12 On Site Installation and Delivery

12.1 Before We supply Our Services to a Site, We must verify that is suitable for such purpose. If We determine that a Service cannot be supplied, We will notify You and We reserve the right to cancel the Service and to refund any charges You may have incurred or paid.

12.2 You must guarantee the following before We supply Our Services to Your Site or before We install any AMPLIA Equipment:

a. You should prepare and secure the Site in compliance with Our instructions to guarantee a suitable place for Our equipment and a safe place for Our representatives to work. At Your own cost You should provide a secure electricity supply and all necessary electrical and other installations and fittings.
b. You should obtain the required permissions necessary to install equipment, to allow entrance to Our representatives, to allow installations and carry out maintenance, and other tasks related to the provision of the Service.

12.3 We are not liable for breach of the Agreement if We fail to perform Our obligations as a result of You not carrying out Your obligations under clause 12.2.

12.4 Our representatives will comply with site regulations, which You must notify Us beforehand.

12.5 Clauses under section 12 also apply to disconnection and removal of AMPLIA's Equipment from Site.

13 Confidentiality

13.1 AMPLIA is committed to maintaining the privacy of Your Personal Information.

Neither party will divulge Confidential Information to any Third Party except to contractors, suppliers and agents, strictly on a need-to-know basis, for the purposes of the implementation and/or performance of this Agreement, unless otherwise agreed in writing with AMPLIA.

13.2 AMPLIA shall be entitled to keep records of Customer Information, which AMPLIA shall use to perform AMPLIA's obligations under this Agreement, and for related purposes.

13.3 AMPLIA shall be entitled to disclose Customer information as required by any legal, regulatory or financial regulatory agencies or by court order, or any third party, for the purposes of providing the Services.

Further details are set out in Amplia's Privacy Policy in "**Schedule 3**".

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14 Disclaimer of Warranties and Limitation of Liability

DISCLAIMER OF WARRANTIES

14.1 Except for any written warranty that may be provided with a AMPLIA device You purchase from Us, and to the extent permitted by law, the services and devices are provided on an "as is" and on a "with all faults" basis and without warranties of any kind. We make no representations or warranties, express or implied, regarding:

a. Merchantability or fitness for a particular purpose concerning Your Service or Your Customer Premises Equipment (CPE).
b. Correct routing or completion without error or interruption of transmissions, including but not limited to data, voice, or any
    a. package transmitted on Our Network
c. Network security
d. Encryption employed by service
e. Integrity of data sent, backed up, stored or load balanced
f. That Our security procedures at an acceptable level will prevent the loss, alteration of or improper access to data
g. Service free errors

We don't authorize anyone to make any warranties on Our behalf.

LIMITATION OF LIABILITY

14.2 We are not liable for the damages relating to:

a. Inability of Your equipment to work with Our network;
b. Access to or interconnection of Services with applications, equipment, services, content or networks provided by You or others;
c. Service defects, unless specifically provided otherwise in this Agreement;
d. Service levels, delays or interruptions unless specifically provided otherwise in this agreement;
e. Correct routing, errors or interruption in transmissions;
f. Lost or altered transmissions;
g. Unauthorized access to or theft, alteration, loss or destruction of Your or others' applications, content, data, network or systems.

14.3 Nothing in these terms will exclude or limit Our liability for fraud, for death or personal injury caused by Our negligence, or for any other liability, which cannot be excluded or limited under applicable law.

14.4 We shall have no liabilities for mistakes, omissions, interruptions, delays, errors or defects in a Service that is caused by Your negligence.

14.5 AMPLIA will not be liable to You under any circumstance for any indirect, incidental, consequential, punitive or special damages.

15 Indemnification

15.1 You indemnify and hold Us harmless against the following:

15.1.1 Acts or omission of other third parties or partner companies when their facilities are used in connection with Our facilities to provide service(s).

15.1.2 Any defacement or damage to Your premises resulting from the existence of Our instruments, apparatus and associated lines on such premises, or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of AMPLIA or Our employees.

15.1.3 Any accident, injury or death occasioned by Our equipment or facilities, when such is not due to Our negligence.

15.1.4 Claims for libel, slander or infringement of copyright arising from the material transmitted or recorded over Our facilities or networks.

15.1.5 Claims for infringement of patent arising from combining with or using in connection with, Our facilities and Your apparatus and systems.

15.1.6 Claims arising from the collection of balances from You by Our third party agents.

15.1.7 All other claims arising out of Your act or omission in connection with facilities provided by Us.

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16 Complaints Procedure

16.1 Should you have any complaints relative to your services you must notify Amplia by:

a. Placing a call our customer operations centre at 800-HOME (4663)

b. Visiting our website (https://amplia.co.tt/customer-care/), and selecting the customer care tab, and submitting a query which will be received via email to our customer care team;

c. Sending an email directly to highspeed@amplia.co.tt

d. Using the self-help mobile application 'Amplia 4 U', where you may use the 'Support' option to submit a query;

Agents at Amplia's customer operations centre are available to address your concerns 24/7. Where you use email , Amplia's website or the self-help mobile application, you will receive a response within 24hrs.

If you are dissatisfied with the response or the outcome of a complaint lodged with us you may lodge a complaint with the Telecommunications Authority of Trinidad and Tobago.

17 Compensation and Refunds

The maximum liability for all Your claims relating to AMPLIA Equipment or a Service provided pursuant to this Agreement, whether for breach of contract, breach of warranty or in tort, including negligence, will be limited to the total sum of the value of the Charges paid or payable under the relevant Service Offering during the previous 12 month period under which the Equipment or Service that is the subject matter of the claim is supplied.

18 Severability

18.1 If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace it with one of similar meaning that is legally effective.

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19 Waiver

19.1 Failure or delay by either of Us to this Agreement to exercise or enforce any right, power or remedy under it shall not be deemed to operate as a waiver of any such right, power or remedy; nor shall any single or partial exercise by any party operate so as to bar the exercise or enforcement thereof or of any right, power or remedy on any later occasion.

20 Force Majeure

We shall not be liable for any loss or damage, delay or failure in performance of any of the Services or facilities furnished due to any cause beyond the parties reasonable control such as acts of God, acts of Government, military authority or other competent authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, accidents, flood, earthquakes, lightning, extremely severe weather, magnetic storms, epidemic, power failures or blackouts, lock-outs, strikes and other industrial disputes (whether of the company or others), acts of terrorism, or acts of vandalism or acts otherwise known as “Force Majeure”.

21 Credit Checks and Fraud Prevention

21.1 When You apply for Services, We may check Our own records and records from credit and fraud prevention agencies.

21.2 We may also make checks such as assessing the Your application for Services and verifying identities to prevent and detect crime. We may also make periodic searches at credit reference and fraud prevention agencies to manage the Customer's AMPLIA account.

21.3 We may, in accordance with any applicable law, send information regarding Your applications, Your account and how You manage Your account to credit agencies which may record such information.

21.4 Your outstanding debt may be recorded by credit agencies and shall remain on file for seven (7) years after they are closed (whether by settlement or default). These records may be supplied to other organizations by the credit agency to perform similar checks and to trace Your whereabouts and recover debts.

21.5 If You provide Us with false or inaccurate information and We suspect or identify fraud, We will record this and may also pass this information to any fraud prevention agencies and other organizations involved in crime and fraud prevention.

22 Governing Law

AMPLIA COMMUNICATIONS LIMITED
TERMS AND CONDITIONS OF SERVICES

22.1 This agreement is governed by the laws of Trinidad and Tobago. The parties submit to the exclusive jurisdiction the courts of Trinidad and Tobago.

AMPLIA COMMUNICATIONS LIMITED
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Schedule 1

AMPLIA COMMMUNICATIONS

INTERNET TERMS AND CONDITIONS

1.0 If AMPLIA provides software that is accompanied by a license agreement, whether such software is owned by AMPLIA or its third-party supplier(s), the Customer shall abide by the terms of the software license.

1.1 AMPLIA shall have no obligations or liabilities whatsoever in connection with any third-party license agreement software, whether such third-party license agreement software is used in connection with the AMPLIA FIBRE BROADBAND SERVICE, or is used independently of the AMPLIA FIBRE BROADBAND SERVICE, including, without limiting the generality of the foregoing, in connection with the use thereof.

1.2 The Customer agrees to look exclusively to the third-party license agreement software supplier with respect to all matters relating to its software.

1.3 The Customer agrees to comply with any AMPLIA guidelines and applicable Internet instructions, Terms and Conditions and regulations concerning the use of the AMPLIA FIBRE BROADBAND SERVICE, software and the Internet.

1.4 AMPLIA is not responsible for the installation, maintenance, compatibility or performance of any third-party equipment or software not provided by AMPLIA, and if such third-party equipment or software impairs the AMPLIA FIBRE BROADBAND 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 AMPLIA's request.

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1.5 The Customer may not provide access to the INTERNET to third parties for reward or otherwise resell this AMPLIA FIBRE BROADBAND SERVICE.

1.6 The Customer shall be responsible for providing all and any end-user hardware and software required to access the AMPLIA FIBRE BROADBAND SERVICE as well as any licenses required therefore.

1.7 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 AMPLIA FIBRE BROADBAND SERVICE. The Customer acknowledges and assumes all liabilities relating to, and risks associated with unauthorized access by a third party via the AMPLIA FIBRE BROADBAND SERVICE to each computer network and data.

1.8 It is the Customer's responsibility to ensure that any and all equipment acquired and/or used by it is appropriate for the purpose for which is required.

1.9 The Customer may not interfere with other users' use of the Service.

1.10 The Customer may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.

1.11 The Customer may not post or transmit any message which is harmful, threatening, abusive or hateful. It is not the Service's intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views; however, AMPLIA reserves the right to take such action as it deems appropriate in cases where the Service is used to disseminate statements which are deeply and widely offensive and/or harmful.

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1.12 AMPLIA SHALL NOT BE RESPONSIBLE OR LIABLE for the unauthorized access by customers or users to information held by other persons or organizations participating in the INTERNET (known as “HACKING”) or for any virus or harmful programme which may be introduced by a Customer or user, or for any unlawful or unauthorized or fraudulent access to or use of the Customer AMPLIA FIBRE BROADBAND SERVICE by any person.

1.13 AMPLIA does not guarantee that the information available and/or accessed through the Internet shall be 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

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Schedule 2

AMPLIA COMMMUNICATIONS

TV TERMS AND CONDITIONS

1.0 AMPLIA's Television Service will be provided to the Customer who has been supplied with a unique means of identification comprising a service number, a Set -top Box device including in some cases a Personal Video Recorder ("PVR") device and other Peripheral devices.

1.1 AMPLIA will provide, under the present terms and conditions:

(a) Tiers of Service packages at the option of the Customer; and
(b) Optional services or premium packages to the customers that subscribe to such packages.

1.2 AMPLIA's Tier packages and premium packages will comprise the channels as per the channel grid information provided at the time of installation. AMPLIA reserves the right however to change due to technical, regulatory, market or other considerations its programming content and packages in any Tier, at any time with prior notice to the Customer, except where it is impracticable to do so

1.3 You must subscribe to a Tier of Service package in order to receive additional services such as premium movie or other services or sports subscriptions. All programming selections shall have their own rates which rates are included in the Fee Schedule.

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If you are an individual this service is intended and provided for private communal household viewing only and for your non-commercial personal viewing, use, and enjoyment in a private residential dwelling/office unit. You agree that the service will not be viewed in areas open to the public or in commercial establishments, and that admission will not be charged for listening to or viewing the service. Your service may not be copied, transmitted, reproduced, published, broadcast, rewritten or redistributed. If you are an business entity the services are intended to be available for viewing by yourself, your patrons, staff and other persons visiting your premises, you may not however charge these or any person for viewing of the services.

1.4 For AMPLIA's Television service, non-recurring and usage-based charges generally billed in the billing cycle following the transaction include, but are not limited to, Video on Demand and Pay Per View. As long as payments are current, you will have a limit (up to a maximum of the equivalent of 2 times the standard rental for each of the linear packages subscribed to by Customer to allow for rental of Video on Demand and Pay Per view packages) per bill cycle on such one-time orders billed to your account. This limit will vary based on creditworthiness or for other reasons.

1.5 Equipment for AMPLIA's Television service includes a Set Top Box, you may request additional Set Top Boxes up to a maximum amount that will be determined by your bandwidth. Additional rental fees may apply for additional Set Top Boxes.

1.6 You understand that repair or replacement of the Equipment may delete stored content, reset personal settings, or otherwise alter the Equipment. The Customer agrees to use the Equipment only for its intended use, and not for any other purpose (such as on another network other than AMPLIA's Network, or on another provider's (non-AMPLIA) network).

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1.7 AMPLIA shall not be liable for any disruption or break in the transmission of the service or breakdown or failure of the Network. AMPLIA assumes no responsibility for disruptions in the Service/Services due to the following:

- Disruption or break in the transmission of the service or breakdown or failure of the Network;
- Power failures, black out failures or signal failures; cessation of transmission by radio or television broadcasting stations or television satellite;

- Statutory regulations which may restrict, alter or otherwise eliminate certain elements of service;
- The failure or cessation, in whole or part, of signal delivery systems and/or other services provided by common carriers to AMPLIA;
- Sabotage, theft or intentional or malicious damage to AMPLIA's Network or equipment;
- Negligent acts of the Customer or anyone authorized thereby to use the service or any third party;
- Any other interruption in the service not caused by an intentional or negligent act of AMPLIA or which is beyond the control of AMPLIA.

The Customer acknowledges that AMPLIA may use existing wiring, including altering the wiring and removing accessories, located within your premises ("Inside Wiring"). You warrant that you own or control the Inside Wiring, and give AMPLIA permission to use, alter, and remove equipment from, such wiring and you acknowledge that we may need to drill holes in order to supply the wiring. Without limiting any other provisions of this Agreement, you agree to indemnify AMPLIA from and against all claims by an owner, landlord, building manager, or

AMPLIA COMMUNICATIONS LIMITED
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Schedule 3

AMPLIA DRAFT CUSTOMER PRIVACY POLICY

1. Our Policy

At Amplia Communications Limited ('Amplia', 'we', 'us', or 'our'), your privacy matters to us. This Privacy Policy explains how we collect, use, and protect your personal information when you use our Internet, television, or phone services. It also explains your rights and how to contact us about your information.

2. What Information We Collect

We collect information when you

- Apply for, subscribe to, or use any of Our services;
- Communicate with Us in person, by telephone, email, or other electronic means; or
- Interact with Our websites, applications, or online portals

We collect only the information we need to enable us to provide the best service to you, including:

- Your name, address, and contact information
- Your billing and payment information
- You usage information (call, internet, or TV usage)
- Information provided when you complete forms online or contact us
- Technical information such as device identifiers

3. How We Use Your Information

We use your information to:

- Confirm your identity and prevent fraud or misuse of your services
- Process your payments and billing information
- Contact and communicate with you about your services
- Conform with legal and regulatory obligation

4. Sharing Your Information

We only share your information when necessary and always with care. We do not sell or trade your personal information. We may share it with:

-Our employees, agents, or trusted service providers and partners
- Companies within our Business Group/Organisation
-Government or regulators as may be legally required
-Credit agencies or collection agencies

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5. Protecting Your Information

We use strong security measures to keep your information safe. Our staff and partners must follow strict privacy rules. If a data breach happens, we will let you and the Telecommunications Authority of Trinidad and Tobago (TATT) know as required.

6. How Long We Keep Information

We keep your information only for as long as necessary for business, legal, or regulatory purposes. When no longer needed, it is securely deleted.

7. Your Privacy Rights

You have the right to access your information which we hold about you. You may request the deletion of any information where this is legally and practically possible, and you may request the correction of any errors in information held about you. Additionally, you are entitled to withdraw your consent for marketing or certain data uses.

You may file a complaint using our contact information below where you believe there is a breach of your privacy rights.

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Schedule of Fees

Category	Plan Name	Features	Price (VAT Incl.)/month
Internet			
	Smart 300	300 Mbps download / 300 Mbps upload, FREE Smart Wi-Fi	$ 300.00
	Smart 400	400 Mbps download / 300 Mbps upload, FREE Smart Wi-Fi	$ 400.00
	Smart 500	500 Mbps download / 350 Mbps upload, FREE Smart Wi-Fi	$ 500.00
	Ultra Internet 1Gig	1 Gbps	$ 750.00
TV			
	Select TV	118 TV channels (29 SD / 90 HD), 35 music channels, 1 set-top box	$ 375.00
	Premium TV	144 TV channels (33 SD / 112 HD), 35 music channels, 1 set-top box	$ 500.00
	Ultra TV	163 TV channels (34 SD / 130 HD), 35 music channels, 1 set-top box	$ 600.00
Voice			
	Essential Talk	Unlimited landline calls	$ 375.00
	Ultra Talk	Unlimited landline + mobile calls	$ 475.00
Bundles			
	Smart 300 + Essential Talk	Internet + Landline	$ 375.00
	Smart 300 + Ultra Talk	Internet + Landline+ Mobile Calls	$ 475.00
	Smart 300 + TV + Essential Talk	Internet + TV + Landline	$ 508.00
	Smart 300 + TV + Ultra Talk	Internet + TV + Landline	$ 608.00
TV Add Ons			
	Ultimate Sports	8 Sport TV Channels	$ 60.00

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	Total Football	7 Sport TV Channels	$	100.00
	ESPN Plus	5 ESPN Channels	$	85.00
	ESPN Extra	1 Sport Channel	$	40.00
	Basic Sports	6 Sport TV Channels	$	60.00
	HBO Premium Add On	9 Movie TV Channels	$	90.00
	Lifestyle Add On	6 Lifestyle & Travel TV Channels	$	40.00
	Entertainment	6 Mixed Entertainment TV Channels	$	40.00
	Kids	6 Kids TV Channels	$	50.00
	Adult Add On	4 Adult Content Channels	$	120.00
Rental Fees				
	Set Top Box	TV Box (Rental Fee waived on 1st STB)	$	25.00
	Wi- Fi Extender	Smart Wi-Fi Extender (Rental Fee waived on 1st Extender)	$	25.00

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Fee Type	Details	Price (Vat Inc)
Installation Fee	Currently waived during certain promotions; otherwise charged	
Single Play	Installation of 1 service	$ 400.00
Double Play	Installation of 2 services	$ 600.00
Triple Play	Installation of 3 services	$ 650.00
STB Installation		
1 to 3	Installation fee on 1 - 3 STBs	$
4 to 6	Installation fee of 4 to 6 STBs	$ 300.00
7+	Installation fee of 7 or more STBs	$ 1,000.00
Late Payment Fee	Amplia does not charge late fees; customers can suspend accounts if needed	$
Relocation Fees		
In House	Requests to move equipment within the home	$ 250.00
New Location	Considered a New Installation	
Repair Fees	Cost for repairs that require a visit to the customer's premises	$ 300.00

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Call Features

Feature	Price (VAT Excl.)/Month
Caller ID	$ 14.00
Anonymous Caller Rejection	$ 14.00
Voicemail Basic	$ 12.00
Voicemail Full Basic	$ 15.00
Voicemail Plus	$ 25.00
Call Waiting	$ 6.00
Call Forwarding	$ 6.00
3-Way Calling	$ 6.00

Call Master Bundled Features

Package	Details	Price (VAT Excl.)
Conference Package	Caller ID, Call Waiting, 3-Way Calling, Call Forwarding	$ 19.00
Security Package	Caller ID, Call Waiting, Hold Number Delivery	$ 19.00
Personality Package	Caller ID, Call Waiting, 3-Way Calling, Speed Calling 8	$ 19.00

International Call Rates **Price (VAT Excl)**

Destination	Weekday	Weekend
USA, Canada, UK & Ireland	$ 1.35	$ 0.50
Caribbean, Venezuela & India	$ 1.50	$ 0.75
Rest of the World	$ 2.50	$ 1.50
Other	$ 5.00	$ 6.00
INMARSAT	$ 50.00	$ 50.00