



## TERMS AND CONDITIONS

Contract Term – Month to Month, 1 Year & 3 Year

These Terms and Conditions together with the Application Form, Price Schedule and Fair Usage Policy (each as defined below) and other documents expressly referred to herein form and constitute the agreement (“Agreement”) between Green Dot Limited (“Green Dot”) and the Customer (defined below) relating to the Services (defined below) and set out the bases upon which Green Dot will provide such Services to the Customer.

**Please read these Terms and Conditions carefully.**

### I. DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

“Agreement” has the meaning assigned to it herein;

“Application Form” means the completed and signed Application Form specifying the Customer’s personal information and identifying the Services the Customer has ordered;

“Charges” includes the service fees, subscriptions, usage fees, fees for the Equipment and all other fees payable by the Customer for usage of the Services;

“Customer” means the person(s) described in the Application Form as Customer;

“Equipment” means the telecommunication or other equipment and accessories supplied by Green Dot as an essential part of providing the Services (including upgrades and replacements thereof.). This may include but not be limited to remote(s), cable box/boxes, subscriber module and other equipment identified in Work Orders;

“Fair Usage Policy” means Green Dot’s Fair Usage Policy document which is published on the Green Dot corporate website and made a part hereof and which may be amended from time to time;

“Green Dot” means Green Dot Limited, a company incorporated under the Laws of Trinidad and Tobago and having its registered office at No. 40 Carlton Avenue, St James, Trinidad;

“Premises” means the service address specified in Application Form;

“Price List” means the Green Dot rates and charges document which is published on the Green Dot corporate website and amended from time to time by Green Dot and which forms part of this Agreement;

“Services” means the television services and/or internet services ordered by the Customer in the Application Form including any new, extra or substitute television or internet services which Green Dot agrees to supply to the Customer at a later date; and “Service” means each and any of them.

“System” means the Green Dot telecommunication network by which Green Dot makes the Services available;

“Term” has the meaning assigned to it herein;

“Work Orders” means the work orders used to establish a new customer account or to make changes to an existing customer’s account; and the information contained in Work orders become part of this Agreement.

### 2. SERVICES

2.1 The Services will be provided to the Customer who has been supplied with unique customer identification number(s).

2.2 Green Dot 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 Services or is used independently of the Services, including, without limiting the generality of the foregoing, in connection with the use thereof.

2.3 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 Green Dot internet Services. The Customer acknowledges and assumes all liabilities relating to, and risks associated with, unauthorized access by a third party via the Green Dot internet Services to each computer network and data.

2.4 The Customer shall use the Green Dot internet Services in accordance with the Fair Usage Policy.

2.5 The Services are provided by Green Dot to the Customer for the Customer’s personal use and the Customer shall not transfer the Customer’s account or assign the benefit of this Agreement or otherwise transfer, resell, redistribute or trade the Services or any of them to a third party without Green Dot’s prior written consent. In the event of any such assignment, transfer, resale, redistribution or trade, the third party will be deemed the agent of the Customer who will remain primarily liable to Green Dot for all costs and charges arising from the provision of the Services.

2.6 Unless otherwise stated, the Terms and Conditions described herein apply to all services supplied in relation to the Services to the Customer.

2.7 The Customer shall use the Services in accordance and compliance with all applicable local laws, by-laws and regulations.

### 3. EQUIPMENT

3.1 The Services include use of Equipment. The Green Dot Equipment shall at all times remain the property of Green Dot or its designee and title in same shall not pass to the Customer. Customer undertakes not to sell, transfer, lease, encumber in any manner, assign or otherwise dispose of all or any part of the Equipment to any third party or otherwise.

3.2 The Customer shall at all times use the Equipment with due care and in a proper manner and shall be responsible for the care and maintenance of the Equipment. The Customer shall be liable for any damage resulting from negligent handling, misuse or abuse of the Equipment, except for damage resulting from normal wear and tear. The Customer shall not and shall not permit or allow any other person to tamper with, move, alter, disassemble or repair the Equipment.

3.3 The Customer shall be liable to Green Dot for the replacement costs of any lost, stolen, unreturned, damaged, sold, transferred, leased, encumbered or assigned Equipment or any part thereof together with any incidental costs incurred by Green Dot in the replacement or recovery thereof, unless, in the case of any Equipment which is stolen, the Customer makes a report to the police station nearest to the Customer’s Premises where the Equipment was installed within twenty-four (24) hours of discovery that the Equipment was stolen and obtains from the relevant police station, and produces to Green Dot written evidence that a police report was made.

3.4 The Customer may utilize a modem or router acquired from a third party, once it is determined by Green Dot to be compatible with Green Dot internet Services. The Customer shall indemnify Green Dot from all claims, losses or expense arising out of the failure to utilize a

modem/router that is compatible with Green Dot internet Services.

3.5 The Customer acknowledges that Green Dot may use existing wiring, including altering the wiring and removing accessories, located within the Customer's Premises (collectively "Wiring"). The Customer warrants that the Customer owns or controls the Wiring, and gives Green Dot permission to use, alter, and remove equipment from, such Wiring. The Customer acknowledges that Green Dot may need to drill holes in order to supply the Wiring. Without limiting any other provisions of this Agreement, the Customer agrees to indemnify Green Dot from and against all claims by an owner, landlord, building manager, or other party in connection with installation, maintenance, repair, or provision of the Services.

#### **4. PAYMENTS, CHARGES, BILLING AND REFUNDS**

4.1 The Customer shall pay to Green Dot the monthly Charges for the Services as set out in this Agreement or as otherwise determined by Green Dot and specified in the Price Schedule. All Charges are exclusive of value added tax which the Customer shall additionally pay to Green Dot.

4.2 The Customer will be invoiced monthly in advance for the monthly Charges and each invoice is due and payable within thirty (30) days from the date of such invoice. If the Customer shall fail to pay any invoice within thirty (30) days of invoice date, Green Dot shall notify the Customer of his/her overdue debt and shall take the following actions:

(i) suspend the provision of all or a part of the Services without prior notice until such time as all payments due have been paid in full by the Customer, and

(ii) recover all costs incurred by Green Dot for collecting delinquent or dishonoured payments,

4.3 The Customer shall pay all charges, including value added tax, incurred in the installation of the Equipment and Services at the Premises, and shall make an advanced payment in an amount equivalent to one month's Charges for Services which will be applied against the first month billing. All such payments shall be made prior to the aforesaid installation or in accordance with Green Dot's current billing policies.

4.4 Subject to applicable law, the Customer may notify Green Dot of any billing errors, adjustment or other requests for credit within three (3) months from the month in which the discrepancy, error or loss occurred.

4.5 Green Dot reserves the right to change prices in the Price Schedule, including, but not limited to, the monthly charges and installation charges at any time and from time to time. If Green Dot amends or varies any of the details set out in the Price Schedule, a revised Price Schedule shall be published on the Green Dot corporate website and shall thereupon form an integral part of this Agreement and the provisions in Clause 10 shall apply with respect to such change, amendment or variation.

#### **5. TERM**

5.1 The Agreement between the Customer and Green Dot for the Services commences on the date on which the Services are activated by Green Dot or any of its agents at the Customer's Premises, and shall continue for the fixed period for the supply of the Services as set out in the Application Form ("Term"). Billing shall commence immediately upon the activation of the Services at Customer's Premises. The Customer accepts the Services on the terms and conditions of the Agreement by the Customer's use of the Services upon their activation.

#### **6. FURTHER OBLIGATIONS OF THE CUSTOMER.**

6.1 The Customer shall not:

(i) post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person or post or transmit any message, data, image or programme which is indecent, obscene or pornographic;

(ii) post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programmes, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion;

(iii) interfere with other users' use of the Services;

(iv) use any robot, spider, or other automatic device or process to monitor or copy Green Dot's web pages or any portion of the content contained herein without Green Dot's express written permission;

(v) post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features;

(vi) post or transmit any message which is harmful, threatening, abusive or hateful.

(vii) use the facilities and capabilities of the Services to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others.

6.2 It is not Green Dot's intent to discourage the Customer from taking controversial positions or expressing vigorously what may be unpopular views; however, Green Dot reserves the right to take such action as it deems appropriate in cases where the Services are used to disseminate statements which in Green Dot's opinion, of which Green Dot shall be the sole judge, are offensive and/or harmful.

#### **7. SUSPENSION OF SERVICES**

7.1 Green Dot may suspend the Services in any of the following circumstances:

(i) in order to carry out maintenance or testing of the System;

(ii) during any technical failure of the System (unplanned interruption);

(iii) when it is necessary to safeguard the security and integrity of the System or to reduce the incidence of fraud;

(iv) when Green Dot identifies usage outside the Fair Usage Policy;

(v) 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

(vi) any other circumstance requiring a planned service interruption.

7.2 Subject to Clause 7.1, Green Dot shall endeavor to keep all such suspensions to a minimum and shall give the Customer notice of such suspension, except in cases of fraud.

7.3 The Customer shall remain liable for all charges during any period of suspension arising from the circumstances described in Clause 7.1 of these Terms and Conditions.

7.4 Green Dot may, without prejudice to Green Dot other rights hereunder, suspend or disconnect the Services without notice in any of the following circumstances:

(i) if the Customer fails to comply with the terms of this Agreement, (including, but not limited to, a failure to pay any Charges due hereunder), or to remedy a breach by the Customer of the Fair Usage Policy, after being given written notice of the failure or breach.

(ii) if the Customer allows anything to be done whether criminal or fraudulent, which in Green Dot's reasonable opinion may have the effect of jeopardizing the operation of the System or the Services, or if the Services are being used in a manner prejudicial to the national interests or to the interests of Green Dot and/or a supplier of Green Dot;

(iii) if the Customer or of any person who Green Dot believes is acting with the Customer's authority or any



## TERMS AND CONDITIONS

Contract Term – Month to Month, 1 Year & 3 Year

third party at the Customer's Premises threatens, or is offensive or abusive towards, the technicians or other servants, personnel, representatives or agents of Green Dot.

7.5 If Green Dot suspends the Services in accordance with Clause 7.4 of these Terms and Conditions, other than for criminal or fraudulent activities outlined in Clause 7.4(ii), Green Dot shall restore the Services if the circumstance is remedied.

### 8. TERMINATION OF CONTRACT

8.1 The Customer may terminate this Agreement in whole or part, at any time by giving at least thirty (30) days' prior written notice of termination to Green Dot. If this Agreement is terminated by the Customer in accordance with this Clause 8.1, the Customer shall pay to Green Dot the early termination Charges as outlined in .....

8.2 Green Dot has the right to terminate this Agreement in whole or in part by giving to the Customer thirty (30) days' written notice of termination. If this Agreement is terminated by Green Dot in accordance with this Clause 8.2, the Customer will remain liable for all Charges related to the Services up to and including the date of termination.

8.3 The Customer is entitled to terminate a Service as provided in Clause 10.3 if any of the events in Clause 10.1 occurs and is unacceptable to the Customer.

8.4 Should the Customer elect to terminate in accordance with Clause 8.3 and Clause 10.3, the Customer remains liable for all Charges related to the Service until it is terminated but shall not be liable for any penalties.

8.5 The Customer may terminate this Agreement by providing to Green Dot seven (7) days' notice in the event that Green Dot:

(i) has committed a material breach of this Agreement that is incapable of remedy;

(ii) has committed a material breach of this Agreement that is capable of remedy, and Green Dot has failed to commence remedying that breach within three (3) days of the Customer supplying written notice specifying the breach and requiring Green Dot to remedy it.

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

(i) the Customer commits a material breach of this Agreement that is incapable of remedy;

(ii) the Customer commits a material breach of this Agreement that is capable of remedy but fails to remedy that breach within three (3) days of Green Dot supplying written notice specifying the breach and requiring its remedy;

(iii) if any of the events in Clause 7.4 of these Terms and Conditions occur.

8.7 The Customer remains liable for all Charges related to the Service until it is terminated.

8.8 Green Dot may terminate the Agreement by providing fifteen (15) days' notice in writing if the Customer becomes insolvent or bankrupt, the Customer enters into any arrangement with the Customer's creditors, or if any legal action is taken or threatened against the Customer's property.

8.9 Termination of this Agreement or the expiry of the Customer's Services for whatever reason shall not affect:

(i) the rights and obligations of the parties which have accrued prior to such termination or expiration;

(ii) any provisions of this Agreement which are of a continuing nature and any other provisions of this Agreement necessary for their interpretation or enforcement.

8.10 On termination or expiry of this Agreement or the Services:

(i) Any sums properly due from one party to the other will become payable within seven (7) days of termination (including termination Charges);

(ii) the Customer shall cease using the Services;

(iii) the Customer shall return the Equipment, in accordance with these Terms and Conditions.

### 9. DISCLAIMERS, LIMITATION OF LIABILITIES AND INDEMNIFICATION

9.1 The Customer agrees that specific programs on the video line up are subject to change and Green Dot reserves the right to replace entire programs at its sole discretion. The Customer understands and accepts that there are many changing considerations affecting the availability, timing, language, cost and quality of programming. Green Dot thus reserves the unrestricted right to change, rearrange, add or delete programming channels. The Customer agrees that Green Dot has no obligation to replace or supplement the programming previously offered that have been deleted or rearranged.

9.2 The Customer accepts that certain programming or broadcasts, including, without limitation, some subscription services, sporting events, live events or shows and broadcast network services, programmes or broadcast may be blacked out where a request from a person with certain Broadcast rights has been made.

9.3 The Services and Equipment are provided by Green Dot on an "as is" and on a "with all faults" basis and without warranties of any kind. Green Dot does not warrant uninterrupted use or operation of the Equipment or Services.

9.4 Green Dot makes no representation, warranty or guarantee to Customer regarding Services availability in all areas or the speed of service or that Services will be uninterrupted and/or error or fault free. Actual internet speeds will depend on several factors including Customer location, computer performance and configuration, network or Internet traffic, and websites accessed. Speed of service, uninterrupted and/or error free service is not guaranteed. Nothing in this Agreement shall be construed as an undertaking or guarantee by Green Dot to provide a Services which is free from fault or which offers unchanging speed or quality of service.

9.5 Green Dot does not warrant or guarantee:

(i) a service level and/or connectivity to users of peer to peer or file sharing software/applications; or

(ii) that the information available and/or accessed through the internet shall be appropriate for any person's needs, free from viruses or other disabling codes, or that such information shall not infringe upon any proprietary or other rights of others.

9.6 Green Dot shall not be liable to compensate any Customer for any interruption, disruption or break in transmission of any of the Services, breakdown or failure of the System or any inability by Green Dot to repair or replace any Equipment the duration of which is for less than twenty-four (24) hours. Green Dot shall use its best efforts to maintain and repair the Services, System and Equipment promptly. Green Dot assumes no responsibility whatsoever for any such interruption, disruption, break in transmission, breakdown or failure or for any loss, damage

or expense whatsoever due to, arising out of or resulting from any of the following:

- (i) commercial power failures;
- (ii) cessation of transmission by radio or television broadcasting stations or television satellite programs;
- (iii) statutory regulations, which may restrict, alter or otherwise eliminate certain kinds of programming;
- (iv) the failure or cessation, in whole or part, of signal delivery systems and/or other services provided by common carriers or utilities to Green Dot;
- (v) battery replacement in remote controls;
- (vi) work stoppage due to labour dispute, strikes or civil unrest;
- (vii) acts of God, including floods, storms, hurricanes, wind, lightning accidents, earthquakes and adverse atmospheric conditions;
- (viii) sabotage, theft or intentional or malicious damage to System or Equipment;
- (ix) negligent acts of the Customer or anyone authorised thereby to use the Services; or
- (x) any other interruption in the Service not caused by an intentional or negligent act of Green Dot, or which is beyond the control of Green Dot.

9.7 Green Dot 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 Green Dot internet Services by any person.

9.8 Green Dot shall not be liable for any mistake, omission, delay, error, interruption or defect in a Service caused by the negligence of the Customer or of any person who Green Dot believes is acting with the Customer's authority or for any loss, liability, damage and expense whatsoever arising out of the use by the Customer of the Services.

9.9 The Customer shall indemnify and hold harmless Green Dot from and against:

- (i) any claims of third parties for costs or charges arising or resulting from the misuse of the Services by the Customer under Clause 2.5.
- (ii) any and all direct or indirect loss, liability, damage and expense whatsoever arising out of the use by the Customer of the Services.

9.10 Green Dot shall not be liable for any profane, offensive, immoral, or undesirable use of the Services. Nothing in this Agreement shall be constructed as an undertaking or guarantee by Green Dot to provide a Service which is free of same.

## 10. CONTRACT VARIATION

10.1 Green Dot reserves the right to and may modify, vary or change these Terms and Conditions, the Fair Usage Policy, the Price Schedule and any other terms and conditions governing the use of the Services from time to time, including, without limitation, to vary and change the Charge, and the charges or fees in the Price Schedule or to introduce new charges or fees.

10.2 Green Dot will provide the Customer with at least thirty (30) days' notice of any change.

10.3 The Customer accepts any and all modifications, variations or changes by the Customer's continued use of the Services after the date of such modifications, variations or changes. If the Customer does not agree with the such modifications, variations or changes, the Customer must contact Green Dot in writing including by electronic communication at least seven (7) days prior to the effective date of the modification, variation or change to discontinue

the affected Service. Green Dot shall not be responsible to the Customer for any claims by the Customer as a consequence of such modifications, variations or changes.



TERMS AND CONDITIONS  
Contract Term – Month to Month, 1 Year & 3 Year

TABLE I

EARLY TERMINATION FEES

Contract Term	TERMINATION TERMS
Month to Month	The Customer provides GREEN DOT not less than 30 days written notice that they do not wish to continue their subscription. Payment of any and all outstanding rentals and charges become immediately due.
1 Year	The Customer provides GREEN DOT not less than 30 days written notice that they do not wish to continue their subscription. If the Customer terminates a 1 Year subscription term before the expiration of the 12 months period, the Customer is required to repay to GREEN DOT an amount equal to (Actual months passed since the Initial Service Date of the subscription term x the Monthly Discounts applicable to the Customer's subscription term) plus any Installation fee discounts. Payment of any and all outstanding rentals and charges become immediately due.
3 Year	The Customer provides GREEN DOT not less than 30 days written notice that they do not wish to continue their subscription. If the Customer terminates a 3 Year subscription term before the expiration of the 36 months period, the Customer is required to repay to GREEN DOT an amount equal to (Actual months passed since the Initial Service Date of the subscription term x the Monthly Discounts applicable to the Customer's subscription term) plus any Installation fee discounts. Payment of any and all outstanding rentals and charges become immediately due.