

POWERLINK
High Speed Internet Service
Powered by Telegens



CUSTOMER DETAILS

SURNAME: -----

FIRST NAME: ----- MIDDLE INIT. ----- D.O.B.: -----

COMPANY NAME: (if applicable):-----

ADDRESS: -----

TEL#: (Home) ----- (Work) ----- (Cell) -----

TYPE OF ID: Driver's License Passport National ID Other ID No: -----

ACCOUNT NO: -----

EMAIL ADDRESS: -----

SERVICE DETAIL

BANDWIDTH (down/up): up to 3Mbps/512kbps
MODEM INCLUDED WITH INITIAL SET UP CHARGE US\$40 (NON-REFUNDABLE)
MONTHLY ACCESS US\$29.99
CONTRACT TERM: MONTH-MONTH 1 YEAR

Powerlink Cable Access []
Powelink Wireless Access []
Add Powerlink Wireless
Home & Security Networking []

FOR TELSTAR STAFF ONLY

MAC ADDRESS: _____

S/N: _____

INSTALLER: _____ DATE: ___/___/___
(Technician)

Customer's Signature: _____ DATE: ___/___/___

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PLEASE SEE TERMS & CONDITIONS OVERLEAF

I/we have read, understood and agreed to the Terms and conditions of the High Speed Internet Service, Powerlink provided by Telstar Cable Ltd. and I/we undertake to abide by the said Terms and Conditions.

Name: ----- Signature: ----- Date: -----

Terms and Conditions

Agreement. This agreement is made between the undersigned Client and Telstar Cable Limited (“the Agreement”). This Agreement contains the terms and conditions of Telstar Cable Limited’s provision of Services to the Client and applies to all Services offered by Telstar Cable Limited. The Client agrees to be bound by the terms and conditions of this Agreement while this Agreement remains in force. These services offered by direct connect may and can be used and offered under the brand “Powerlink”.

Definition. In this Agreement the following words and terms shall have the following meanings:

“Agreement” means this service agreement signed between the Client and Telstar Cable Limited in accordance with the terms and conditions thereof.

“Device” means modem, voice modem, ATA or any other equipment belonging to Telstar Cable Limited and provided to the client.

“Telstar Cable Limited” means a duly registered company under the Laws of Jamaica and a subsidiary of Telstar Cable Limited, a licensed Telecommunications Carrier providing Voice, Internet and Cable TV Services.

“Business Day” means a day on which banks are open for business in Jamaica, excluding a Saturday, Sunday and public or mercantile holiday in Jamaica.

“Telstar Cable Limited Network” means the physical infrastructure which consists of (among others) routers, media gateways, computer hardware and software, fiber optic cables and all other necessary equipment required to carry Telstar Cable Limited Service.

“Service” means Internet which may be offered by “Telstar Cable Limited” to the Client.

“Internet” means cable access DSL, or Wireless.

Use of the Services. The Service and Device is to be used for the Client’s personal residential use. The Client acknowledges that the Service will not be used for any excessive business use including, but not limited to, auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcasting, fax blasting, telemarketing (including without limitation charitable or political solicitation or polling), automatic dialing, call centers, public calling centers or internet cafes or any other activity that would be inconsistent with normal residential or small business usage patterns. The Client may not resell or transfer the Service or the Device to any other person for any purpose, or make any charge for the use of the Service. Telstar Cable Limited reserves the right to immediately terminate or modify the Service, if Telstar Cable Limited determines in its sole discretion, that the Service is being used contrary to the provisions of this Agreement.

Lawful Use of Service and Device. The Client agrees to use the Service and Device only for lawful purposes. This means that the Client agrees not to use them for transmitting or receiving any communication of material of any kind when in Telstar Cable Limited’s sole judgment, the transmission, receipt or possession of such communication or material may constitute a criminal offense, give rise to a civil liability, or otherwise violate any applicable local, national or international law. Telstar Cable Limited reserves the right to terminate the Client’s service immediately if Telstar Cable Limited, in its sole discretion believes that the Client has violated this provision. The Client is liable for any and all use of the Service and/ or Device by the Client and by any person making use of the Service or Device provided to the Client and the Client agrees to indemnify and hold harmless Telstar Cable

Limited against any and all liability for any such use. If Telstar Cable Limited, in its sole discretion believes that the Client may have violated this provision, Telstar Cable Limited may forward the objectionable material, as well as the Client communications with Telstar Cable Limited and the Client personally identifiable information to the appropriate authorities for investigation and prosecution and the Client hereby consents to such forwarding.

Tampering with the Device or Service. The Client agrees not to change the electronic serial number or equipment identifier of the Device, or to perform a factory reset of the Device. Telstar Cable Limited reserves the right to terminate the Client Service without refund should the Client tamper with the Device. The Client agrees not to make or attempt to make any use of the Service that is inconsistent with its intended purpose.

Abuse of Service. The Client agrees to notify Telstar Cable Limited immediately if the Client becomes aware or suspects at any time that Telstar Cable Limited’s Service is being stolen or fraudulently used. And will provide Telstar Cable Limited a detailed description in writing of the circumstances giving rise to the suspected irregular use or fraud.

Loss of Service Due to Power Failure or Internet Service Outage. The Client acknowledges and understands that the Service will not function in the event of power failure. The Client also acknowledges and understands that, in the event of an outage of, or termination of service, the Service will not function, but that the Client will continue to be billed for the Service unless and until the Client of Telstar Cable Limited terminates the Service in accordance with this Agreement. Should there be an interruption in the power supply or broadband outage, the Service will not function until power and service is fully restored. A power failure or disruption may require the Client to reset or reconfigure equipment prior to utilizing the Service.

Billing and Payment. A monthly access charge must be paid in advance. If the account is in arrears the Service is liable for disconnection at the discretion of Telstar Cable Limited. Failure to pay within 15 days of a new month will result in the suspension of service.

Billing Disputes. The Client must notify Telstar Cable Limited in writing within Seven (7) days of a new month of any disputed Telstar Cable Limited charges, or such dispute will be deemed to be waived. Billing disputes should be sent to the following address: Telstar Cable Limited 109a Constant Spring Road Kingston.

Limitation of liability and indemnification. The Client acknowledges and understands that Telstar Cable Limited’s entire liability is limited to the purchase price of the equipment and services provided hereunder. And in no event shall Telstar Cable Limited, its directors, officers, employees, agents or underlying service providers be liable for any costs or damages arising either directly or indirectly from the use of Telstar Cable Limited’s services including without limitation any direct, indirect, incidental, consequential, exemplary, punitive, reliance or special damages or for any loss of revenue, profits, use, data goodwill or business opportunities of any kind or nature whatsoever, arising in any manner from any cause of action or claim relating to this agreement or to the services provided by Telstar Cable Limited unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of Telstar Cable Limited or its underlying service providers. The Client agrees to defend, indemnify and hold harmless Telstar Cable Limited, its officers, directors, employees, affiliates and agents and any other underlying service provider who furnishes services to the Client in connection with this agreement or the Telstar Cable Limited service, from any and all claims, losses,

damages, fines, penalties, costs and expenses (including, without limitation, attorney fees) by, or on behalf of the Client or any third party or user of the Telstar Cable Limited service.

By purchasing Telstar Cable Limited Services the Client acknowledges that the Client has read, understands and agrees to these Terms of Use and that the Client hereby expressly release Telstar Cable Limited, its directors, officers, employees, agents and underlying service providers from any and all liability associated with the Client use of Telstar Cable Limited’s Services.

Governing Law and Arbitration. This Agreement is subject to the Laws of Jamaica and shall be interpreted, construed, and enforced in all respects in accordance with the Laws of Jamaica. In the event that any controversy or claim arises from or is related to this Agreement its performance or interpretation, the parties shall in good faith initially attempt to resolve the dispute among themselves. Should they be unable to do so, the matter shall be referred to Mediation.

Entire Agreement. This Agreement constitutes the entire Agreement between the Client and Telstar Cable Limited and governs the Client use of the Service, superseding any prior Agreements between the Client and Telstar Cable Limited, and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.

Changes to terms of service. Telstar Cable Limited may change the terms and conditions of this Agreement from time to time. Any changes to this Agreement will become binding on the Client effective on the date posted to the Telstar Cable Limited website and no further notice by Telstar Cable Limited is required. This Agreement as posted supersedes all previously agreed to electronic and written terms of service, including without limitation any terms included with the packaging of the Device.

Changes to Equipment. Telstar Cable Limited reserves the right to change without notice the technical specification of any equipment provided to subscribers.

Cancellation of Service. Any cancellation of this Service must be submitted in writing to Telstar Cable Limited prior to the end of any billing period and will become effective on the anniversary of the following service period.

Suspension of Service. Suspension of the Service within the month is not available and if the Client cancels this account and then reconnects at a later date, a new sign-up fee will be required.

The initial setup fee is a one-time only Non-Refundable charge.

Service Connection. Service will be connected within five working days of Application where possible.