



Telecommunications Services of Trinidad and Tobago Limited

GOING *Beyond* THE CALL

TSTT DIAL-UP INTERNET SERVICE AGREEMENT

AN AGREEMENT made in duplicate this day of in the year between TELECOMMUNICATIONS SERVICES OF TRINIDAD AND TOBAGO LIMITED of 54 Frederick Street, Port of Spain, Trinidad (Hereinafter called "TSTT" of the One Part and (hereinafter called the Customer) of the Other Part.

payment of the standard charges applicable from time to time for any telecommunications services provided by the Lessor.

2.2 Without prejudice to the above, either party may terminate this agreement at any time after giving thirty (30) days written notice to the other party of their intention to do so.

WHEREAS

- 1. TSTT is offering to the Customer via it's Telephone System access to computers and computer networks and services owned by Third Parties both locally and internationally.
2. This access is known as INTERNET SERVICE.
3. The Customer has applied for this INTERNET SERVICE.
4. TSTT has agreed to accept the Customer as a Subscriber thereto in accordance with the terms and conditions hereinafter agreed to.

3. RESPONSIBILITIES OF THE CUSTOMER

- 3.1 INTERNET SERVICE is supplied from the date of receipt of the relevant User Identification by the Customer. The Customer is solely responsible for the security of the User Identification (UI) from the date of receipt.
3.2 The Customer shall be responsible for providing all and any end user hardware and software required to access the INTERNET SERVICE as well as any licences required therefor.
3.3 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.
3.4 The Customer shall pay promptly all charges incurred pursuant to Article 1.3 hereof.

IT IS HEREBY AGREED AS FOLLOWS:

1. PROVISION OF SERVICE

- 1.1 INTERNET SERVICE will be provided to a specific Customer who has been supplied with a unique means of identification comprising a Username and a password.
1.2 Charges for the INTERNET SERVICE shall be in accordance with the rates set out in the Schedule hereto as may be amended from time to time.
1.3 All charges associated with INTERNET SERVICE shall be paid in by the Customer addition to any Telephone Service usage charges applicable from time to time.
1.4 The INTERNET SERVICE is provided by TSTT to the Customer. The Customer may not assign the benefit of this Agreement or otherwise transfer the Service to a third party.
1.5 Billing will be rendered monthly with payment due upon receipt of the bill. Bills not paid within thirty (30) days of bill date by the Customer shall be deemed delinquent.
1.6 The Customer may not provide access to the INTERNET to third parties for reward or otherwise resell this INTERNET SERVICE.

4. INDEMNITIES

- 4.1 TSTT assumes no responsibility for the unauthorised access by customers or users to information held by other persons or organisations participating in the INTERNET (known as "HACKING") or for any virus or harmful programme which may be introduced by a customer or user.
4.2 TSTT shall not be liable for any loss, damage or expense arising out of failure in this INTERNET SERVICE howsoever caused.
4.3 TSTT shall be indemnified by the Customer from and against any and all direct or indirect loss, liability, damage and expense whatsoever arising out of the use by the Customer of the INTERNET SERVICE.
4.4 TSTT shall not be liable for any profane, offensive, immoral, or undesirable use of the INTERNET SERVICE.
4.5 The Customer shall indemnify and save harmless TSTT against all claims for libel slander or infringement of copyright licence or patent arising from the material transmitted or received via the Port hereby leased and against all other claims arising out of any or omission of the Customer's in connection with the said Port.

2. DISCONNECTION OF SERVICE

- 2.1 TSTT may disconnect or suspend service for any of the following reasons:
2.1.1 if the Customer is indebted to TSTT for any service previously rendered;
2.1.2 if the INTERNET SERVICE is going to be used or is used in violation of any statute, law or of any regulation, rules or orders made under any statute on law.
2.1.3 if circumstances indicate an intention to defraud;
2.1.4 if it is discovered that the customer has engaged, or is engaging in the unauthorised access of computers, computer networks or services either locally or internationally;
2.1.5 if used for any profane, offensive or immoral purpose, or any purpose which in the sole discretion of the company is non-desirable;
2.1.6 if the Customer is in breach of any term of this agreement, including but not limited to default of payment of any charges herein.
2.1.7 if used for voice communication or so as to avoid, evade or reduce

5. TERMS AND CONDITIONS OF SERVICE

- 5.1 TSTT reserves the right to vary the terms and conditions of this agreement from time to time upon giving not less than sixty (60) days written notice to the Customer.
5.2 The Terms and Conditions of telephone Service as may be amended from time to time and set out in the Telephone Directory published by TSTT shall be deemed to be and are hereby incorporated into this contract.

Signed for and on behalf of the Customer by

.....

Print Name

.....

of

of

Date.....

Witnessed by

.....

# SCHEDULE

**ALL RATES QUOTED IN TT\$**

**SHELLNET (Dial-up through a modem pool using terminal connections)**  
**DIALNET (Dial-up through a modem pool using SLIP/PPP connections)**

<u>Rate Package</u>	<u>Monthly Rental</u>	<u>No. Of free Hrs</u>	<u>Additional Hour</u>	<u>Initial Service Applied For</u>
1	\$ 69.00 20		\$15.00 (or \$0.25 per minute)	_____
2	\$125.00 50		\$15.00 (or \$0.25 per minute)	_____
3	\$200.00 100		\$15.00 (or \$0.25 per minute)	_____
4	\$695.00 Unlimited	Not Applicable		_____

**DEDICATED DIAL-UP (Dial-up Through a Dedicated Modem using SLIP/PPP connections)**

<u>Rate Package</u>	<u>Monthly Rental</u>	<u>No. Of free Hrs</u>	<u>Additional Hour</u>	<u>Initial Service Applied For</u>
1	\$ 595.00	-	\$15.00 (or \$0.25 per minute)	_____
2	\$3000.00	Unlimited	Not Applicable	_____

An activation fee of \$100.00 will be applied to all new customers subscribing to any of the above packages

**SUB-Email BOXES**

Monthly Rental per box	\$ 20.00	_____
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- NOTES:**
1. *The telephone connections (calls) to the TSTT Internet Service are toll-free.*
  2. *The Dial-up Services require the use of telephone lines. The costs of these lines are not included in this schedule.*
  3. *The Rate Package #4 will allow only three (3) simultaneous logins.*
  4. *Each Account will be restricted to three (3) additional E-mail boxes.*
  5. *All rates are subject to 15% Value Added Tax.*