



High Speed Internet Service

**TERMS  
AND  
CONDITIONS**



# TSTT High Speed Internet Service

## TERMS AND CONDITIONS

Please read this agreement carefully before accessing or using the Service. You agree to be bound by the terms and conditions set forth below. Any use of the Service by you shall be deemed your conclusive acceptance of these terms and conditions. If you do not wish to be bound by these terms and conditions, you may not access or use the Service. If you utilize the Service in a manner inconsistent with these terms and conditions, TSTT may terminate your access, block future access and/or seek additional relief as circumstances of your misuse deem proper. TSTT may modify this Agreement at any time, and any such modifications shall be effective immediately upon the publishing of the modified agreement on the TSTT corporate website. You agree to review the Agreement periodically to be aware of such modifications and your continued use of the Service shall be deemed your conclusive acceptance of the modified Agreement. This Agreement and any modifications made to the Agreement shall remain in effect until the Service is terminated by either you or TSTT under the termination clauses contained in this Agreement.

TSTT HIGH SPEED INTERNET SERVICE (herein after called "The Service") is an Internet and ADSL service offered by TELECOMMUNICATIONS SERVICES OF TRINIDAD AND TOBAGO LIMITED of No. 1 Edward Street, Port of Spain, Trinidad (herein after called "TSTT"), subject to "You/Your" compliance with the terms and conditions set forth below, including, all exhibits and schedules hereto. "You/Your" means any member or other person or entity using the Service or any part of the Service.

An AGREEMENT made between TSTT of the One Part and "You/Your" (hereinafter called the Customer) of the Other Part.

### WHEREAS

1. TSTT is conditionally offering to the Customer via its Telephone System, High Speed Internet access to computers and computer networks and services owned by Third Parties both locally and internationally and incorporating Internet and ADSL known as HIGH SPEED INTERNET SERVICE.
2. The Customer has applied for this HIGH SPEED INTERNET SERVICE.
3. TSTT has agreed to accept the Customer as a Subscriber thereto in accordance with the terms and conditions outlined herein.

### IT IS HEREBY AGREED AS FOLLOWS:

#### 1. PROVISION OF SERVICE

- 1.1 HIGH SPEED INTERNET SERVICE will be provided to the Customer who has been supplied with a unique means of identification comprising a service number – and who satisfies conditions outlined at Schedule 1 hereto. A firewall and an ADSL modem or router shall be incorporated into the HIGH SPEED INTERNET SERVICE. With the exception of subscribers that purchased the modem or router, the modem/router shall remain the property of TSTT, and shall be maintained and repaired by TSTT until the expiry of the warranty period, after which the Customer is responsible for the procurement, installation and maintenance of a replacement modem/router.
- 1.2 The Customer may utilize an ADSL modem or router acquired from a third party other than TSTT, once it is compatible with TSTT's HIGH SPEED INTERNET SERVICE. The Customer shall indemnify TSTT from all claims, losses or expense arising out of the failure to utilize an ADSL modem/router that is compatible with TSTT's HIGH SPEED INTERNET SERVICE.

- 1.3 HIGH SPEED INTERNET SERVICE requires a line filter for each telephone or fax machine connected to the telephone line to eliminate noise and interference on the telephone line caused by the ADSL service. TSTT will provide a maximum one (1) POTS splitter and two (2) line filters per HIGH SPEED INTERNET SERVICE. The Customer may purchase additional line filters from either TSTT or another source, providing they are compatible with TSTT's HIGH SPEED INTERNET SERVICE.
- 1.4 HIGH SPEED INTERNET SERVICE requires a personal computer of at least 333MHZ and 32 MB of RAM. The Customer has sole responsibility for ensuring that the computer meets the required minimum specifications and will be required to pay for any installation, ADSL modem and other related charges incurred by TSTT to provide the HIGH SPEED INTERNET SERVICE to the Customer.
- 1.5 If TSTT provides software that is accompanied by a license agreement, whether such software is owned by TSTT or its third-party supplier(s), the Customer shall abide by the terms of the software license.
- 1.6 TSTT 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 HIGH SPEED INTERNET SERVICE, is used independent of the HIGH SPEED INTERNET SERVICE, including, without limiting the generality of the foregoing, in connection with the use thereof.
- 1.7 The Customer agrees to look exclusively to the third-party license agreement software supplier with respect to all matters relating to its software.
- 1.8 The Customer shall comply with any TSTT and applicable Internet instructions, Terms and Conditions and regulations concerning the use of the HIGH SPEED INTERNET SERVICE, software and the Internet.
- 1.9 The Customer shall only use the HIGH SPEED INTERNET SERVICE in accordance with any applicable local laws, by-laws and regulations.
- 1.10 TSTT is not responsible for the installation, maintenance, compatibility or performance of any third-party equipment or software not provided by TSTT, and if such third-party equipment or software impairs the HIGH SPEED INTERNET 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 TSTT's request.
- 1.11 TSTT reserves the right to suspend the HIGH SPEED INTERNET SERVICE from time to time for routine maintenance and shall make commercially reasonable efforts to ensure that any suspension of access shall be for the minimum possible duration, and wherever possible, outside normal business hours.
- 1.12 Charges for the HIGH SPEED INTERNET SERVICE shall be in accordance with the rates set out in the TSTT HIGH SPEED INTERNET SERVICE Rates and Charges document which is published on the TSTT corporate website and made part hereof and may be amended from time to time.

- 1.13 All charges associated with HIGH SPEED INTERNET SERVICE shall be paid in by the Customer in addition to any Telephone Service usage charges applicable from time to time. Abatement of TSTT's charges is at the sole discretion of TSTT
- 1.14 The HIGH SPEED 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. In the event of any such assignment or transfer, the third party will be deemed the agent of the Customer who will remain primarily liable to TSTT for all costs and charges arising from the provision of the HIGH SPEED INTERNET SERVICE.
- 1.15 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. TSTT reserves the right to suspend the HIGH SPEED INTERNET SERVICE, without prior notice, to any delinquent Customer.
- 1.16 The Customer may not provide access to the INTERNET to third parties for reward or otherwise resell this HIGH SPEED INTERNET SERVICE.
- 1.17 Unless otherwise stated, the Terms and Conditions described herein apply to all services supplied in relation to the HIGH SPEED INTERNET SERVICE to the Customer.
- 1.18 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 Agreement.

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

- 2.1 The Customer shall pay to TSTT in advance the rentals and charges specified in the TSTT HIGH SPEED INTERNET SERVICE Rates and Charges document which is published on the TSTT corporate website and made part hereof. If TSTT varies any of the details set out in the TSTT HIGH SPEED INTERNET SERVICE Rates and Charges document, a revised TSTT HIGH SPEED INTERNET SERVICE Rates and Charges document shall be published on the TSTT corporate website and shall form an integral part thereof.
- 2.2 All rentals and charges set out in the TSTT HIGH SPEED INTERNET SERVICE Rates and Charges document shall be paid by the Customer in Trinidad & Tobago Dollars within thirty (30) days after the date of receipt of TSTT's invoice therefor. TSTT, however, reserves the right to request payment of rental and charges within seven (7) days of the receipt of TSTT's invoices and when so requested, the Customer shall make payments within the stipulated time frame.
- 2.3 Where TSTT or any of its agents completes the installation of the HIGH SPEED INTERNET SERVICE at the Customer's premises, the HIGH SPEED INTERNET SERVICE will be deemed as completed and billing shall commence immediately upon the completion of the Customer's premises installation.
- 2.4 Where a Customer or a third party agent acting on the Customer's behalf, completes the installation of the HIGH SPEED INTERNET SERVICE at the Customer's premises, the HIGH SPEED INTERNET SERVICE will be deemed as completed and billing shall commence two (2) days after the receipt of the ADSL modem/router by the customer or its third party agent.

### **3. TERMINATION OF CONTRACT**

- 3.1 This Agreement may be terminated in whole or part, as follows:-  
(i) By the Customer, with at least thirty (30) days' notice in writing given to TSTT.  
(ii) By TSTT, as provided in Clause 3.3 and 4 below.
- 3.2 (i) If this Agreement is terminated by the Customer before the end of the agreed period, the Customer shall pay to TSTT the balance of all rentals and charges due as outlined in Table 4 of the TSTT HIGH SPEED INTERNET SERVICE Rates and Charges document.  
(ii) If this Agreement is terminated by TSTT pursuant to Clause 3.3, TSTT shall repay to the Customer the balance (if any) of the last rental paid in advance after deduction of a pro rata amount for the period of rental up to the date of termination.  
(iii) If this Agreement is terminated by TSTT pursuant to Clause 4, such termination shall not prejudice TSTT's rights to recover any rental due and payable by the Customer under this Agreement up to the date of termination.
- 3.3 TSTT reserves the right to discontinue provision of the HIGH SPPEED INTERNET SERVICE if for reasons over which TSTT has no control, it becomes impossible to operate the HIGH SPPEED INTERNET SERVICE without impairment to the regular public telecommunication services (of which impairment TSTT shall be the sole judge). Nevertheless, TSTT undertakes to give the Customer the maximum length of notice practicable in the then prevailing circumstances of any intended discontinuation of the provision of the HIGH SPPEED INTERNET SERVICE under this Clause.

### **4. DISCONNECTION OF SERVICE**

- 4.1 TSTT may disconnect or suspend service for any of the following reasons:
- 4.1.1 If the Customer is indebted to TSTT for any service previously rendered.
- 4.1.2 If the HIGH SPEED 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.
- 4.1.3 If circumstances indicate an intention to defraud.
- 4.1.4 If it is discovered that the Customer has engaged, or is engaging in the unauthorized access of computers, computer networks or services either locally or internationally.
- 4.1.5 If used for any profane, offensive or immoral purpose, or any purpose which in the sole discretion of the company is non-desirable.
- 4.1.6 If the Customer is in breach of any term of this agreement, including but not limited to default of payment of any charges herein.
- 4.1.7 if used for voice communication or so as to avoid, evade or reduce payment of the standard charges applicable from time to time for any telecommunications services provided by the Lessor.
- 4.2 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.

## 5. RESPONSIBILITIES OF THE CUSTOMER

- 5.1 HIGH SPEED INTERNET SERVICE is supplied from the completion date for the installation of the service.
- 5.2 The Customer shall be responsible for providing all and any end user hardware and software required to access the HIGH SPEED INTERNET SERVICE as well as any licenses required therefor.
- 5.3 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 HIGH SPEED INTERNET SERVICE. The Customer acknowledges and assumes all liabilities relating to, and risks associated with unauthorized access by a third party via the HIGH SPEED INTERNET SERVICE to each computer network and data.
- 5.4 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.
- 5.5 The Customer shall be responsible for any professional modem installation or server configuration required to support its business operations.
- 5.6 The Customer shall maintain in good condition the ADSL modem or router provided by TSTT. While under warranty, TSTT shall not be liable for any damage to, repairs or replacements required for the TSTT modem/router that is not caused by normal wear and tear. The Customer shall be responsible for any repairs or replacements of this kind and will be billed for the cost of repairs or replacements of this kind.
- 5.7 The Customer shall pay promptly all charges incurred pursuant to Article 1.3 hereof.
- 5.8 The Customer may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. The Customer may not post or transmit any message, data, image or programme which is indecent, obscene or pornographic.
- 5.9 The Customer may not 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.
- 5.10 The Customer may not interfere with other users' use of the Service.
- 5.11 The Customer may not use any robot, spider, or other automatic device or process to monitor or copy our web pages or any portion of the content contained herein without our express written permission.
- 5.12 The Customer may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
- 5.13 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, TSTT 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.
- 5.14 You may not use the facilities and capabilities of the Service to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others.

## 6. INDEMNITIES

- 6.1 TSTT 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 HIGH SPEED INTERNET SERVICE by any person.
- 6.2 Customers are not guaranteed service availability in all areas. Actual ADSL line speeds will depend on several factors including customer location, computer performance and configuration, network or Internet traffic, websites accessed and current phone line conditions. Speed of service, uninterrupted and/or error free service is not guaranteed.
- 6.3 TSTT 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,
- 6.4 The HIGH SPEED INTERNET SERVICE is provided on an "as is" and "as available" basis without warranties of any kind.
- 6.5 TSTT shall not be liable for any loss, damage or expense arising out of failure in this HIGH SPEED INTERNET SERVICE howsoever caused. Nothing in this Agreement shall be construed as an undertaking or guarantee by TSTT to provide a HIGH SPEED INTERNET SERVICE, which is free from fault or which offers unchanging speed or quality of service.
- 6.6 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 HIGH SPEED INTERNET SERVICE.
- 6.7 TSTT shall not be liable for any profane, offensive, immoral, or undesirable use of the HIGH SPEED INTERNET SERVICE. Nothing in this Agreement shall be constructed as an undertaking or guarantee by TSTT to provide a HIGH SPEED INTERNET SERVICE, which is free of same.
- 6.8 The Customer shall indemnify and save TSTT against all claims for libel, slander or infringement of copyright license 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 in connection with the said Port.

## SCHEDULE 1

### CONDITIONS OF CONTRACT

- Applicant is within 18,000 cable feet of exchange
- Applicant's line quality can support an ADSL data signal
- Applicant does not have service off loaded plant, pair-gain, bridge taps or wireless local loop

Telecommunications Services  
of Trinidad and Tobago Limited



tstt.co.tt