

1. Terms and Conditions

This Site is operated by Belize Telemedia Limited – Belize (“Telemedia”).
BEFORE USING THIS SITE PLEASE CAREFULLY READ THE BELOW MENTIONED TERMS AND CONDITIONS WHICH GOVERN THE USE OF THIS SITE.

This is an Agreement between You and Telemedia (“we” or “us”) for the Online Fone TopUp service and related services and features (the “Service”).

1. Our Agreement

- 1.1 By using Your Account and/or this Site You agree to be bound by these Terms and Conditions of Service and any new versions hereof. If You do not agree to the terms of this Agreement, do not use the Service or the Site.
- 1.2 All Terms and Conditions governing the use of this Site shall be governed exclusively by the Laws of Belize.
- 1.3 We may modify the Agreement at any time, without notice. Modifications take effect from the date of posting on the Website. In accordance with clause 1.1, use of the service constitutes acceptance of the Agreement current at that point in time.
- 1.4 If You accept these Terms and Conditions of Service, please click on the 'Accept' button and access to Your Online Fone TopUp account will be provided.

2. Electronic Signatures and Agreement(s)

You acknowledge and agree that by clicking on the ACCEPT button, or similar buttons or links as may be designated by Telemedia, to show Your approval of any foregoing text You are entering into a legally binding contract with Telemedia. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Online Fone TopUp service. Furthermore, You hereby waive any rights or requirements under any laws or regulations in any jurisdiction, to the extent permitted under applicable mandatory law, which require an original (non-electronic) signature or delivery or retention of non-electronic records.

3. General Provisions

3.1 Definitions

The following definitions are used in both the singular and plural form.

- i. Account: the Online Fone TopUp Account created by Telemedia to enable You to top up Your PrePaid Telephone and PrePaid Mobile account.
- ii. Agreement: the Agreement between Telemedia and You for the use of the Online Fone TopUp service.
- iii. Customer: every individual or corporate body who has subscribed to Online Fone TopUp from Telemedia, is registered by Telemedia as a customer, and has been registered with a unique User ID and a selected password.
- iv. Fone TopUp or Online Fone TopUp: the service provided by Telemedia as defined in section 4.1, below.
- v. Password: a code selected by You which, in combination with the User ID, gives You access to Your Account.
- vi. Terms and Conditions of Service: these general terms and conditions, irrespective of the form in which these are presented to You, which cover or form part of the Agreement.
- vii. User ID: an identification code You selected which, in combination with the Password, gives access to Your Account.
- viii. Website or Site: any and all elements and contents of the Website available – amongst other URLs – under the URL www.fonetopup.net
- ix. You: you, the user and/or the Customer of Online Fone TopUp; also used in the form “Your” where applicable.

3.2 Unless the context otherwise requires, words indicating the plural include the singular, and vice versa, where the context requires.

3.3 The headings and marginal notes in the Agreement are for ease of reference only and shall not affect its interpretation or construction.

3.4 Words denoting persons include bodies corporate and unincorporated associations and vice versa where the context requires.

4. Online Fone TopUp (the Service)

4.1 The Fone TopUp or Fone TopUp Online service (the “Service”) is a service provided by Telemedia that enables Telemedia and DigiCell prepaid customers to purchase value for their prepaid phones by going online to a designated website, pre-registering for the Service, and then topping up their phone using a credit card. The

funds deposited by the Customer will be added directly to his Account; and Customer will receive, in addition to a confirmation message on his PC screen, an email receipt sent to his registered email address and an SMS (text message) sent to the phone that has been topped up.

4.2 On application by the Customer, Telemedia undertakes to provide the Customer with access to his Fone TopUp Online Account. Such access will allow the Customer to automatically top up his PrePaid Telephone and PrePaid mobile phone through the Internet and charge the amount to his registered credit card.

4.3 Telemedia shall be responsible for the operation and maintenance of the Online Fone TopUp web pages.

4.4 Telemedia reserves the right to introduce any changes or amendments to these Terms and Conditions of Service or the use of the Website at any time and in its sole discretion, including but not limited to withdrawing the service or access to the Site. The Customer agrees to comply with such new or amended terms and conditions.

4.5 The Customer is responsible for providing Telemedia with accurate, complete and updated registration information. You will also at all times provide Telemedia in good time with any data or information necessary to a proper provision of the Service.

4.6 If any data that is required for providing the Service is: not available to Telemedia; not available in good time or is not in accordance with the arrangements; or if You do not fulfill Your obligations in any other way, Telemedia will be entitled to suspend the provision of the Service.

4.7 All transactions conducted on or via the Website are final. Telemedia shall not be liable or responsible for any loss or damage of any sort incurred as a result of any error in any amount charged or paid via Online Fone TopUp or the Website.

4.8 Telemedia may terminate use of the Online Fone TopUp service or Site by any user if that user has used the Service or Site in any way that is contrary to law or in any way disrupts the Online Fone TopUp Service or Site.

4.9 Telemedia is entitled, without any liability, to refuse, limit, suspend and/or interrupt the Online Fone TopUp service, or any part thereof, for any reason whatsoever, at its own discretion and without any notice to You.

4.10 Telemedia may change the technical features of the Online Fone TopUp service in order to keep pace with the latest demands and technological developments, at its own discretion and without any notice to You.

5. Online FoneTopUp Website ("Site")

5.1 Telemedia does not guarantee that the content of Online Fone TopUp will be error free or that the Site or the server that operates it is free of viruses or other harmful components.

5.2 Telemedia reserves the right, at its own discretion, to vary the Site or any part of the Site, modify or discontinue the Site, or any part of the Site, and the services available on it.

5.3 Telemedia has not reviewed all of the websites linked to this Site and is not responsible for the content or accuracy of any off-site pages or any other websites linked to this Site (including without limitation websites linked through advertisements or through any search engines).

5.4 Telemedia assumes no responsibility for links which are automatically generated on the Site. The inclusion of a link does not imply that Telemedia endorses the linked website, and the Customer thereby uses the links at his own risk.

5.5 The Customer shall be responsible for all correspondence or dealings with, or participation in promotions of, advertisers on the Site, which are solely between the Customer and such advertisers.

6. User ID, Password and Account

6.1 The Customer's right to use Online Fone TopUp is personal and non-transferable. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service or of any User ID or Password or other entitlement supplied to you in connection with the Service.

6.2 In order to make use of the Online Fone TopUp service, Telemedia will grant You a User ID, Password and Account. You shall be fully responsible for safeguarding and maintaining the confidentiality of Your selected User ID and Password, and shall be fully responsible and accountable for any unlawful use of Online Fone TopUp by means of Your User ID or Password by any person. You are also responsible and liable for all activities conducted through Your User ID, Password and Account, even if this occurs without Your permission.

6.3 You agree to immediately notify Telemedia in writing of any unauthorised and/or fraudulent use of Your User ID, Password and/or Account. You agree to indemnify Telemedia against any and all third party claims and all related liabilities arising out of, or relating to, the use of Your User ID, Password and/or Account. Telemedia will not be liable for any damages resulting from the unauthorised and/or fraudulent use of Your User ID and/or Password and the unauthorised use of Your Account.

6.4 Telemedia reserves the right to change Your User ID or Password if this is in the interest of the functioning of the Online Fone TopUp service or to prevent fraudulent use of the Service.

7. Rates and Payment

7.1 In order to purchase value via Online Fone TopUp Customer shall pay Telemedia the rates as stated on the Website (www.fonetopup.net). Unless stated otherwise, all rates and charges shall be stated in Belize dollars (BZE\$) and shall be inclusive of general sales taxes (GST) or any other applicable taxes.

7.2 Telemedia reserves the right to change the rates at any time by giving notice of such change on the Website (www.fonetopup.net). If You do not wish to accept such adjustment of rates, You are entitled to terminate the Account(s) which the adjustment affects. You may terminate the affected Accounts by written notice, with effect from the date on which the adjustment of rates would become effective. You agree that by continuing to use the Online Fone TopUp service following the adjustments of the rates, You accept such adjustments.

8. Acceptable Use

8.1 The Customer must comply with rules to use the Site and must not post or transmit any content to or via the Site that:

- (i) is not permitted according to the terms and conditions of any of Telemedia's internet services including but not limited to its Acceptable Use Policy (as updated from time to time and as found on Telemedia's Website);
- (ii) is contrary to the law of the jurisdiction where the Customer is located, is defamatory or is in contempt of any legal or other proceedings;
- (iii) is misleading or deceptive;
- (iv) infringes any copyright, trademark, patent or other intellectual property right of another person;
- (v) contains any unsolicited or unauthorised advertising or promotional material;
- (vi) contains viruses or similar software or data which is designed to interrupt, destroy or limit the functionality of any computer software or hardware;
- (vii) impersonates any person or misrepresents the Customer's relationship with any person; or
- (viii) would contravene any other applicable laws.

8.2 In addition, the Customer must not:

- (i) disrupt or interfere with the Site or servers or other software, hardware or equipment connected to or via the Site;
- (ii) collect or store personal data about other users of the Site.

9. No Warranties.

9.1 Telemedia shall endeavour to provide the Online Fone TopUp service with minimum disruptions. However Telemedia cannot guarantee that the Service will always function without disruptions, delay or other imperfections. You understand that there may be power outages or Internet service disruptions and You may experience some disruptions in the Service.

9.2 All services are provided on an "as is" basis. Telemedia does not warrant that the Service is fault free or fit for any particular purpose, or that our system or the systems of our partners are secure. You assume all responsibility and risk for use of the Service.

10. Intellectual Property Rights

10.1 All intellectual property rights regarding the Online Fone TopUp service, including but not limited to the software and related documentation developed and/or owned by Telemedia shall be and shall remain the sole property of Telemedia. The providing of the Online Fone TopUp services does not imply any transfer of intellectual property rights.

10.2 You shall only obtain a non-exclusive and non-transferable right for the use of the Online Fone TopUp services. You commit Yourself to adhere strictly to any conditions laid down in the Terms and Conditions of Service or imposed in any other way.

11. Term and Termination

11.1 This Agreement will be effective as of the date of Your acceptance thereof and will remain effective until terminated by either party as set forth in these Terms and Conditions of Service.

11.2 Telemedia may terminate this Agreement at any time, with or without cause and without recourse to the courts, by providing notice to You and/or preventing Your access to Your Account and to the Online Fone TopUp service.

11.3 Telemedia reserves the right to discontinue access to the Online Fone TopUp service at any time.

11.4 Telemedia reserves the right to disconnect or deactivate the Fone TopUp Account if Telemedia reasonably believes that Customer has violated any applicable laws or regulations, committed a breach of these Terms and Conditions of Service, or infringed any of Telemedia's rights or those of another party.

11.5 Upon discontinuance, disconnection, deactivation or cancellation of Customer's registration, Telemedia has the right to restrict Customer's access to the content he has transmitted to, or which he keeps on or via, the Site. In any such case Telemedia may delete such materials.

11.6 The Customer may at any time advise Telemedia in writing if he no longer wishes to have an Online Fone TopUp account and Telemedia shall implement such termination as soon as is reasonably practicable.

11.7 Upon termination of this Agreement for any reason all licenses and rights to use the Online Fone TopUp service shall terminate and You will cease any and all use of the Online Fone TopUp service.

11.8 Survival. All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination of this Agreement, including without limitation, all of Your representations, warranties and indemnification obligations.

12. Limitation of Liability

12.1 Customer agrees that in no event shall Telemedia be liable for any consequential, incidental, indirect or special loss or damage whatsoever (including but not limited to damages for loss of income, loss of business or profits, or confidential or other information, for business interruption, for loss of privacy arising out of or in any way related to the use of or inability to use the Online Fone TopUp service) arising from or in any way connected with the performance of its obligations under these Terms and Conditions of Service, even if Telemedia has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

12.2 The Customer agrees to indemnify, hold harmless and defend Telemedia, at Customer's expense, from and against any and all liability, claims, actions, loss, damage, costs and expenses (including but not limited to reasonable attorney's fees) awarded against, incurred by or paid or payable by Telemedia as a result of any claim, loss or damage arising out of the negligent, willful or unlawful act or omission and/or default of the Customer under these Terms and Conditions of Service, any applicable law or rights or any third parties and/or the misuse of the Online Fone TopUp service.

12.3 Telemedia shall not be liable for any deficiency in performance caused in whole or in part by any act or omission of an underlying carrier or service provider, dealer, equipment or facility failure, network problems, lack of coverage or network capacity, acts of God, strikes, fire, war, terrorism, riot, emergency, serious and sustained power outage or severe Internet service disruption, flood, government actions or any other cause beyond Telemedia's control.

12.4 Telemedia's total liability for direct damages resulting under these Terms and Conditions of Service, regardless of whether that liability arises in contract, tort (including negligence), equity or statute shall, unless otherwise stated in these Terms and Conditions, be limited to the value of the purchase.

12.5 The indemnity contained in this clause shall remain in full force and effect notwithstanding any termination of this Agreement.

13. Governing law

These Terms and Conditions of Service shall be governed by and construed in accordance with the laws Belize

14. Miscellaneous

14.1 New versions of the Terms and Conditions of Service. Telemedia reserves the right to modify these Terms and Conditions of Service at any time by providing such revised Terms and Conditions to You or by publishing the revised Agreement on the Website. If You do not wish to accept these revised Terms and Conditions, You are entitled to terminate Your Account, in writing or by e-mail, with effect from the date on which the revised Terms and Conditions of Service would become effective. Your continued use of the Online Fone TopUp service shall constitute Your acceptance to be bound by the terms and conditions of the revised Agreement.

14.2 Adjustment of the Online Fone TopUp service. Telemedia reserves the right to adjust the Online Fone TopUp service at any time, for example to conform to legal and regulatory obligations. If You do not wish to accept the adjusted Service, You are entitled to terminate Your Account, in writing or by e-mail, with effect from the date on which the adjusted Online Fone TopUp service will be provided.

14.3 Entire Agreement. These Terms and Conditions of Service constitute the entire agreement between You and Telemedia with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

14.4 Partial Invalidity. Should any term or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these Terms and Conditions of Service shall nonetheless remain in full force and effect.

14.5 No waiver. The failure of Telemedia at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by Telemedia.

14.6 No Assignment by You. You are not allowed to assign this contract or any rights hereunder.

14.7 Assignment by Telemedia. Telemedia is allowed to, at its sole discretion, assign this contract or any rights hereunder to any affiliate, without giving prior notice.

14.8 Language. The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

14.9 You agree that we may contact you to notify you of changes to, or information about, your Account, the Service or this Agreement. You also agree that until you object, we will use information you give us to provide you with information about goods and services offered by us.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS OF SERVICE AND UNDERSTAND THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY CLICKING ON THE ACCEPT BUTTON AND/OR CONTINUING TO USE THE ONLINE FONE TOPUP SERVICE, YOU EXPRESSLY CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS AND GRANT TO TELEMEDIA THE RIGHTS SET FORTH HEREIN.

15. Registration

I agree that all information that I have provided for the online registration for Online Fone TopUp is true and correct and agree to be bound by and adhere to these Terms and Conditions. I further agree that these Terms and Conditions together with all online registration information are subject to the provisions of relevant laws of Belize, and acknowledge by "accepting" below that the foregoing constitutes an electronic record and a valid contract for Online Fone TopUp between me and Telemedia.