**RESIDENTIAL SERVICE AGREEMENT** 



This Service Agreement serves as a contract between Vionet Enterprise Limited and the customer. Terms and conditions of this Service Agreement are as follows:

1. All materials and Equipment, not purchased by the Customer, installed by or on behalf of the Company to serve the Customer remains the property of the Company which includes transmitters, routers, setup boxes, IP phones and other equipment shall be returned to the Company free from any damage whatsoever, fair wear and tear excepted, upon the termination of the Service for any reason whatsoever and the Customer shall be liable to the Company for any damage or loss suffered by the Company as a result of the failure by the Customer to comply with the requirements of this provision.

2. The Customer understands and agrees that all Services and related Equipment must remain on the Premises for the duration of this Agreement or so long as the Company is providing any of its Services to the Customer and cannot be removed or transferred without prior written consent of the Company.

All repairs and modification of the Equipment shall be made only by the Company or its employees or authorized agents.

3. Services provided by the Company are for use at the Premises where installed and shall not in any way be rerouted, diverted, split or broadcast by the Customer.

## 4. Bandwidth may vary from time to time as the network is shared by other users.

5. From time to time service interruptions may occur due to scheduled maintenance procedures or equipment failure for which the Company agrees that it will use its best efforts to restore the Services as quickly as possible. In the event that there is a disruption in the delivery of the Services up to the Premises for a continuous unbroken period of seventy-two (72) hours the Company agrees to make service fee adjustments for these interruptions only where the disruption is not caused by Acts of God including without prejudice to the generality of the foregoing, a hurricane, fire, rainfall, flood, public power supply outages or any other reason beyond the sole control of the Company.

6. The monthly bill is due on the 28<sup>th</sup> and becomes overdue on the seven (7) days after. If no payment is made after the seven (7) days, the service will be suspended. A fee of \$1000 will be charged for reconnection if the service was disconnected for non-payment of the monthly bill.

7. A refund of 50% of the total cost of the installation will be given if the customer decides to terminate the service less than one (1) week after installation; no refund will be given if the service has been installed for more than one (1) week.

8. (5)% of the full installation cost will be charged to have the equipment replace in the event of damage to the equipment by natural cause; if the damage was done by the client, the full installation price will be charged.

9. The Company may amend the provisions of this Agreement from time to time by posting such amendments upon its website located at www.vionetenterprise.com and uniform resource locators located on the worldwide web (hereinafter referred to as "Internet Postings"). The use by the Customer of the Services after such Internet postings shall be deemed to be acceptance by the Customer of such amendments. It shall be the responsibility of the Customer to frequently check for Internet postings.

10. Should the Customer dispute any amount set forth in the invoice, it is the responsibility of the Customer to notify the Company within two (2) days of the date of the invoice, and take necessary steps to rectify the disputed invoice. Failure to notify the Company of a dispute shall not relieve the Customer from his/her obligations to pay for the Services on or before the due date outlined on the Customer's invoice. Where the Customer disputes the charges in an invoice, the Customer shall nevertheless, pay the amount stated in the invoice on or before the due date notwithstanding that the dispute may not have been settled by that date.

11. The Company shall not be responsible in any way for the operation, maintenance, service or repair of any Customer Owned Equipment including but not limited to the Customer's television receiver, TV box, stereo system, telephone or computer.



12. If the customer decides to terminate the service, the equipment must be uninstalled by the company's technician and return to the company. Vionet has the legal right to charge \$200 JMD daily for the equipment if the customer doesn't provide access to the technicians to do the uninstallation.

13. This Agreement and all documents, and instruments referred to herein, supersedes all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter hereof and shall constitute the entire agreement between the parties and shall be governed and construed in accordance with the laws of Jamaica and each party agrees to the exclusive jurisdiction of the courts of Jamaica.

<u>Payment Terms</u>
8 Mbps Internet   Monthly Bill: \$3,800Image: Constraint of the system of th
Vionet Live TV Subscription (Setup Box): \$1,000 Monthly
Installation: \$18,000 (8 Mbps) \$18,500 (12 Mbps) \$20,000 (20 Mbps)
The prices quoted above are for standard installation, an additional fee will be charged if the installation requires additional equipment. All payments must be made and contract signed before the installation process begins. Monthly bill is due on the 28 <sup>th</sup> of each month.
Customer Account Information
Customer
Full Name:
Address:
Phone Number:
Email:
TRN:
ID Type:
Passport 🔲
Driver's License
National ID
I understand and accept the conditions of this Service Agreement:
SIGNED by:
[Client/Customer]
SIGNED by:

[Vionet Enterprise Limited Representative]