

# Consumer Postpaid Agreement Terms & Conditions



Thank you for choosing Be ALIV Limited, trading as and referred to throughout these Terms & Conditions (“T&Cs”) as ALIV. Please read these T&Cs, which contain important information about Your relationship with ALIV. These T&Cs set out the basic terms and conditions upon which we will provide Our Services to You. You will become bound by these provisions once You accept these T&Cs.

In these T&Cs, the terms “I”, “My”, “You” and “Your” will be used to refer to the Customer and the terms “We”, “Us” and “Our” will be used to refer to ALIV. By signing this agreement and/or activating ALIV’s postpaid service, You agree that these terms and conditions, ALIV’s General Terms and Conditions and Fair Use Policy form the Agreement with Us. Copies of ALIV’s General Terms and Conditions and Fair Use Policy may be obtained by visiting ALIV’s website at [www.bealiv.com](http://www.bealiv.com), at Our offices and retail stores.

You and any authorized users on Your account will have access to account information and may be able to make changes to the account. **If You give Your personal account validation information to someone, they can access and make changes to Your account.** Those changes will be binding on You. You may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require Your agreement to a new minimum term and/or new T&Cs.

- Duration of Agreement:** This agreement is for the duration of 24 months from issuance of a new device or a Consumer Postpaid SIM Card (the “Term”) unless otherwise agreed.
- Credit Limits:** All postpaid plans include credit limits which are **ONLY** used once Your plan services have expired before the end of the 30-day billing cycle.

## Postpaid Plans and Credit Limits

Bundle	Rate	Data	Minutes (ALIV to ALIV)	Minutes (cross net)	Text (ALIV to ALIV)	Text (cross net)	Additional Benefits
More	\$59.99	10 gb	Unlimited	500	Unlimited	500	Loyalty Tier Silver
Premium	\$99.99	20 gb	Unlimited	1,000	Unlimited	1,000	Loyalty Tier Gold
Elite	\$149.99	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Loyalty Tier Platinum 1GB Roaming Data 500 Roaming Minutes

	More	Premium	Elite
International Roaming	\$50	\$150	\$200
Local Data	\$100	\$35	\$50
International Voice	\$100	\$150	\$200
Local Voice	\$15	\$30	\$50
Local Text	\$5	\$30	\$50
<b>TOTAL</b>	<b>\$270</b>	<b>\$395</b>	<b>\$550</b>

- Roaming:** Roaming charges for mobile voice or mobile data may be charged when receiving, making calls or utilizing data services, outside of Your home network. Use of services when roaming is dependent upon the roaming carrier 's support of applicable network technology and functionality. Billing for domestic and international roaming usage may be delayed due to reporting between carriers. You are responsible for paying Your roaming charges whenever the bill is rendered. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when taken out of The Bahamas.
- Your Term of Service and Termination Fees.** Your "Term" is the period for which You have agreed to maintain Service with us. After Your Term, You will become a month-to-month customer.

The Early Termination Fee is part of our rates and is not a penalty. If You terminate Your Service, Your termination will be effective at the end of Your current billing cycle, and You will remain responsible for all fees and Charges for Your Service and usage through the end of that billing cycle. You will also be obligated to pay early termination charges equal to the value of Your monthly service Charges for the remaining months of this Agreement. If we terminate Your Service, we will determine the date of termination, and You will be responsible for all usage and Charges through the date of termination. If You port Your number, You may be responsible for all usage and Charges through the end of Your current billing cycle. You may upgrade or downgrade Your plan on request to us and the signing of a new contract. Payment of a fee is required for a plan downgrade. No charges are required for plan upgrades.

- Service Modification:** You must request all service change requests. The following change requests can be completed via written requests, by completing the necessary forms at any ALIV store or by contacting the Customer Care Department by dialing 611: 1) address change, 2) customer requested suspension and reconnection, 3) rate plan change, 4) bill cycle change and feature requests. Service Fees, early termination fees and new activation fees may apply.
- Third Party Transactions:** You must submit a picture identification along with a written authorization from the authorized signatory if You require a Third Party to transact business on Your behalf. Please note that authorized Third Parties may request service changes including address change and termination. Without Your written authorization, We cannot and will not provide information to or assist a Third Party in any way in respect of Your account unless we are requested by law to do so. We also require the Third Party to provide picture identification at the time of the application.
- Deposit:** An upfront deposit will be required to sign up. The deposit required is \$149.99. All deposits are retained by ALIV. However, should You terminate Your contract early, Your deposit will be applied to Your Early Termination Fee. Should You not renew Your Consumer Postpaid plan, Your deposit will be applied to cover the last month(s) of Your contract. At ALIV's sole discretion, the payment of the deposit may be waived at sign up and/or deferred for payment at a later date.
- Billing and Monthly Fee:** You agree to pay all Charges we bill You or that were accepted or processed through Your Device. You agree to provide us with accurate and complete contact information for billing purposes and to report all changes within 30 days of the change.
- Payments, Late Fees:** If we do not receive payment in full by the due date on Your bill, You may be charged a late fee of \$5 per month. We may use a collection agency and You agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that You owe, including late fees. If Your check, electronic funds transfer payment, including debit or other payment is dishonored or returned, we may charge You \$35. We may also require You to use another payment method, and/or immediately suspend or cancel Your Service. We will not honor limiting notations You make on or with Your checks. Delinquent payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set.
- Suspension and Disconnection of Service:** ALIV can suspend or bar Your service one way (data and outgoing calls) if Your bill is 30 days past due. If Your service is 45 days past due, ALIV can bar Your service two ways (incoming calls) until collection of payment in which case service will be restored. – Full disconnection can occur after 60 days past the bill due date. However, notwithstanding disconnection, You are legally bound to fulfil the remainder of Your contract and its accompanying terms and conditions. Upon disconnection, We will reclaim the number associated with Your account. Once the number has been reclaimed it is no longer guaranteed or available for use to the customer.

11. **Lost or Stolen Devices:** You agree to notify us if Your Device is lost or stolen. Once You notify us, we will suspend Your Service and You will not be responsible for Charges incurred with the lost or stolen Device after You notify us. If You request that we not suspend Your Service, You will remain responsible for all usage and Charges incurred. We may prevent a lost or stolen Device from registering on any network. Even if Your Device is lost or stolen, You must fulfill the remainder of **Your Term or the Early Termination Fee will apply.**
12. **Electronic Communications:** You consent to receive communications from us electronically. We may communicate with You by email or by posting notices on [www.bealiv.com/](http://www.bealiv.com/). You understand Your right to withdraw consent to receive electronic communications by notifying Us by telephone, in person at any of Our Retail Stores or in writing. You agree that all agreements, notices disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.
13. **Damage to equipment:** The Customer will be responsible for any damage to the device during the payment terms and after the warranty period where applicable.
14. **Changes to the contract or services:**
  - a. Charges and terms and conditions may change. We will provide 1 calendar months' notice of any changes.
  - b. You may upgrade or downgrade Your plan on request to us and upon payment of the relevant charge which is associated with upgrade or downgrade. Changes to the terms and conditions will be published on our website. Once effective, the changes will be binding on You. You should regularly check the terms and conditions that we post to our website so that You are aware of any changes.
  - c. If You do not want to continue the contract because of any change, You may cancel Your services by giving us 1 months' notice by telephone at 611 (Call Center), via email at [customer@newcomobile.com](mailto:customer@newcomobile.com).
  - d. If You continue to use the services, we will accept that You have accepted the changes and we will continue to charge You at the new price or with the new change in terms and conditions.
15. **Service Availability:** Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service may vary. You agree we are not liable for issues relating to Service availability or quality.
16. **Misuse of Service or Device:** You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying Your ALIV Device; (e) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling ALIV Devices for profit, or tampering with, reprogramming or altering ALIV Devices for the purpose of reselling the ALIV Device; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, ALIV's or another entity's network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep ALIV" functions (e.g. using a Data Plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless authorized by ALIV, You agree that You won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms ALIV, which cannot be fully redressed by money damages, and that ALIV shall be entitled to immediate injunctive relief in addition to all other remedies available.

17. **Our Rights to Limit or End Service or the Agreement:** WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT in the following circumstances:

WITH 30 days' NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if You, any user of Your Device, or any user on Your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on Your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we cannot verify;

**Without notice if You, any user of Your Device, or any user on Your account (a)** misuses Your Service or Device as described in Section 16, above; (b) uses Your Service or Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (c) are on a Rate Plan that we determine is no longer available to You.

18. **Intellectual Property:** You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of ALIV or any third party. Except for a limited license to use the Services, Your purchase of Services and ALIV Devices does not grant You any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of ALIV or others related to the Services and ALIV Devices; this intellectual property may be used only with ALIV Service unless expressly authorized by ALIV. You agree that a violation of this section harms ALIV, which cannot be fully redressed by money damages, and that ALIV shall be entitled to immediate injunctive relief in addition to all other remedies available.

19. **Disclaimer of Warranties:** ALIV makes no representation or warranties expressed or implied of merchantability or fitness for a particular purpose about Your Service, Your device or any application You access through Your wireless device.

20. **Limitation of Liability:** Each Party's total liability arising out of or related to this Agreement, whether for breach of contract, or warranty, negligence, strict liability in tort or otherwise, is limited to compensation of actual, personal, direct and foreseeable damage or loss suffered by the other Party including damage or loss caused by the employees and shall not include indirect, consequential, special or punitive damages.

This Agreement shall be construed in accordance with the laws of the Commonwealth of The Bahamas.