



TRANSFER OF SERVICE FORM

DATE: _____

CURRENT SUBSCRIBER: _____ **ACCOUNT NO.:** _____

ID/PASSPORT #: _____ **PIN NO.:** _____

ADDRESS: _____

I request the transfer of my MCTV service, presently located at the above address to:

(Name of proposed subscriber)

Signature (current subscriber)

Date

PROPOSED SUBSCRIBER: _____ **B'DOS ID NO:** _____

ADDRESS: _____

TELEPHONE NO: _____ (H) _____ (W)

4-Digit Personal Identification Number _____

Signature (new account holder)

Date

MCTV REPRESENTATIVE

NB: Agreement and signature of the overleaf Terms and Conditions of Service by the new account holder is required to complete the transfer of service.

TERMS AND CONDITIONS OF MMDS/MCTV SERVICE

Upon acceptance of the Subscriber's application for subscription television services requested on the opposite page hereof, the Caribbean Broadcasting Corporation (owner of MCTV) will provide such services on the following terms and conditions, which in addition to the Application and the Work Order shall constitute the entire agreement between the parties.

A. Obligation of CBC:

1. Deliver and install in a workmanlike manner and in a location mutually acceptable to CBC and the subscriber, Multi-channel Multipoint Distribution Service (MMDS) equipment consisting of a MMDS decoder and all other equipment with all necessary components in working order. Installation shall be performed within a reasonable time taking into consideration the conditions of the subscriber's premises and CBC's installation schedule.
2. Rent to the Subscriber the said MMDS/MCTV equipment for a period of three months from date of installation and there after until rental is terminated according to CBC's schedule.
3. Maintain and repair MMDS (MCTV) equipment so as to minimize interruptions or degradation of service. Maintenance and repair will be performed according to CBC's schedule.
4. Take reasonable precautions to safeguard Subscriber privacy from undue invasion by CBC. Subject to the foregoing provision, Subscriber hereby grants to CBC permission to disclose its subscriber list to third parties for CBC's own use and benefit.

B. Obligation of Subscriber:

1. Pay installation and service charges before installation, and monthly charges within 15 days of the date of CBC's invoice for same. An additional installation charge will be assessed if the installation requires above normal installation. The CBC reserves the right to institute changes in the rates and the rate schedules and such new rate shall apply with due notification to the subscriber. All prices are subject to Value Added Tax and any other taxes, levies or charges as the Government of Barbados may impose.
2. Provide CBC's installers with a safe working environment.
3. Assume complete responsibility for improper use, tampering with, damage to, theft of, or loss of any of the MMDS/MCTV equipment furnished by CBC to the subscriber, the subscriber shall also notify CBC immediately of any such tampering, damage, theft or loss upon becoming aware of same.
4. Allow CBC reasonable access into Subscriber's premises for the purpose of installation demonstration, inspection maintenance, repair and removal of any of the MMDS/MCTV equipment.
5. Make no assignment of this Agreement, or any rights or obligations hereunder. Any attempted assignment shall constitute an act of default.
6. Notify CBC of any change of address and telephone number and to use the MMDS/MCTV equipment only at the address and in the location authorized by CBC.
7. Comply with all present and future terms of service of CBC.

C. Bailment:

CBC will deliver to Subscriber's premises certain MMDS/MCTV equipment in connection with this Agreement, such as a decoder, antenna and cable. The decoder and antenna are and shall remain the sole property of CBC. With regard to such equipment, Subscriber agrees:

1. To use the equipment only for the purpose of receiving the services ordered from CBC for use on the Subscriber's premises only and for no other purpose.
2. To prevent any connections to the equipment which are not expressly authorized by CBC, and to immediately notify the Corporation of any unauthorized connections to the equipment of which the subscriber becomes aware.
3. To prevent tampering, altering or repair of the equipment which are not expressly authorized by CBC and to immediately notify the Corporation of any unauthorized connections to the equipment of which the subscriber becomes aware.
4. To assume complete responsibility from improper use, damage or loss of such equipment regardless of cause.
5. To return the equipment in good condition, ordinary wear and tear resulting from proper use expected, within five (5) days after service is discontinued.
6. To pay to CBC on demand the sum of \$575.00 per decoder and the sum of \$345.00 per antenna plus all collection costs including attorney's fees, in the event of loss, destruction, damage or disappearance of any equipment provided by CBC. In addition, charges will be assessed for any damage CBC may suffer from loss of revenue due to unauthorized use of such equipment, theft of service and for other reasons.

D. Limitations of Warranties and Liabilities:

1. CBC makes no warranties, express or implied as to the equipment furnished to the subscriber and assumes no responsibility for its condition.
2. CBC shall not be responsible for damages for failure to furnish or interruption of audio or video signals, nor shall CBC be responsible for failure to transmit or errors in the transmission regardless of cause.
3. CBC shall not be responsible for damage to property or for injury to any person, arising from the installation, maintenance or removal of equipment, except for damage or injury caused solely by its own negligence, and Subscriber hereby indemnifies and holds harmless CBC any claims, actions, proceedings, damages and liabilities, including attorneys' fees, arising out of such damage or injury.

E. Default:

In the event Subscriber defaults in the performance of any obligation hereunder CBC shall have the right in addition to other remedies by law, to terminate this Agreement and discontinue service immediately and without prior notice.

F. Severability:

If any provision of this Agreement is determined to be illegal or unenforceable by a court competent jurisdiction, such provision shall be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Agreement. If any provision of this Agreement conflicts with a provision of an applicable statute, the provisions of the statute to extent of such conflict, shall apply.

I have read and understand this Agreement which is incorporated with the MCTV Application and Work order to constitute the entire understanding of the parties.

SUBSCRIBER'S SIGNATURE _____

DATE _____