

DIGICEL INTUNES FREQUENTLY ASKED QUESTIONS (FAQ) AND TERMS AND CONDITIONS

1. What is Digicel InTunes service?

- Digicel InTunes is a service that allows customers to use ring back tones to personalize the tone that is played to their callers by activating the service and purchasing songs.

2. What is a ring back tone (RBT)?

- A ring back tone allows customers to replace the traditional “ring-ring” tone that callers hear before the call is answered with a song.

3. Are ring back tones different from ring tones?

- Yes. A ring tone is what you hear from your phone when someone calls you. A ring back tone is what someone hears when they dial your number.

4. Does it matter what phone type and model phone I am using when activating the Digicel InTunes service?

- No. Your ability to successfully activate and use the service is not dependent on the make nor model handset you are using.

5. How does the Digicel InTunes service works?

- You are required to activate the service; service will be available for thirty (30) days upon activation.
- When someone dials your mobile number the network recognizes that you have activated the Digicel InTunes service and plays the tune you selected to the caller.

6. Is the Digicel InTunes service available to all Digicel customers?

- Yes. The Digicel InTunes service is available to all Digicel customers; that is all consumer and corporate account holders.

7. How do I activate to the Digicel InTunes service?

- You have five (5) options available for activating Digicel InTunes:
 - IVR by dialing 132
 - Text by sending keyword “act” to 132
 - USSD by dialing *132#
 - WAP by logging on to the Digicel Live WAP Portal
 - WEB by accessing the link on the Digicel Jamaica website

Activating via IVR

- Dial 132. You will then receive prompt to press 1 to activate the service
- Press 1 on your phone.
- You will then receive a text message confirming the activation as well as the IVR and WEB passwords.

Note: The rate to call 132 is \$20 for the first 25 minutes of the call. After the first 25 minutes, on the same call, the charge is \$10 per minute.

Activating via Text

- Send text message with the word “intunes” to service number 132.
- Will receive text message confirming subscription as well as the IVR and WEB passwords.
- Cost is \$3 per text

Activating via USSD

- Dial *132#, press SEND
- Press reply and enter “1” and press SEND
- Will then receive confirmation text message with IVR and WEB passwords.

Activating via Digicel Live WAP Portal

- Log on to the Digicel Live page at wapdigicel.com

- Click on the Digicel InTunes link
- Click on “Subscribe”
- You will receive an on screen confirmation, as well as a text message with the IVR and WEB passwords.

Activating via Digicel Jamaica Website

- Log on to the Digicel Jamaica website at www.digiceljamaica.com
- Click on the Digicel InTunes link
- Click on the “New User? Register Here” link
- Enter mobile number and click on “Submit”
- Will then receive a text message with activation code.
- Revisit the Digicel InTunes site and click on “Click Here To Activate Your Subscription Link”
- Enter mobile number and the activation code received in the text message.
- Click on “Submit”
- You will receive a text message with the IVR and WEB passwords.

8. What is the charge to activate the Digicel InTunes service?

- The regular activation fee is \$100 per 30 days.
- There is a promotional activation rate of \$50 per 30 days. Promotional rate valid until January 31, 2010.

9. How do I know that I have been activated on the service?

- Upon activating the service you will receive a text message confirming your activation. The text message also includes the password to access the IVR and to log in via the Website.

10. Is there an expiry period for the activation of the Digicel InTunes service?

- Yes, activation is valid for 30 days.

11. Do I receive a free song upon activating the Digicel InTunes service?

- Yes. All Digicel customers who activate the Digicel InTunes service will be given a default song upon activation.
- You may personalize your Digicel InTunes settings by purchasing and setting other available songs.

12. What are the features of the Digicel InTunes service?

- The Digicel InTunes service allows you to select songs from a list of various categories to personalize the tone your callers will hear.
- The service also allows you to:
 - Set a song for all callers
 - Set a song for a specific number
 - Set a song for a specific group of callers by creating groups
 - Set a song to play on particular days and at specific times
 - Maintain an album of songs for future selection
 - Gift a song to a friend
 - Change the song played to your callers as often as needed

13. What kinds of songs are available?

- The available genres include:
 - R 'n" B
 - Hip Hop & Rap
 - Pop
 - Rock
 - Reggae
 - Dancehall
 - Calypso
 - Jazz
 - Country
 - Gospel

14. How do I get a list of categories and songs?

- You may access the full list of categories and songs in each category by:

Via IVR

- Dial 132
- Enter your 4 digit password
- Press 1 for category listing
- The rate to call 132 is \$20 for the first 25 minutes of the call. After the first 25 minutes, on the same call, the charge is \$10 per minute.

Via USSD

- Dial *132#, send
- Reply with 1 for category listing
- Reply with the code for the category to receive the list on songs in the category

Via Text

- Create text message and write “cat”
- Send text to 132
- Will receive text message(s) with the list of categories
- Reply to text message with “cat <code for the category>”
- Will receive text message(s) with list of songs in the category selected.
- Cost is \$3 per text message sent.

Via Digicel Live WAP Portal

- Access the browser on your phone and enter wapdigicel.com
- Click on the “Digicel InTunes” link
- Click on “View InTunes”
- Click on the name of the category to view the list of songs in the category.
- Charged \$40 per megabyte for browsing.

Via Digicel Jamaica Website

- Log on to www.digiceljamaica.com
- Click on the Digicel InTunes link on the page
- Log in with user 7 digit mobile number and password
- Click on the “Listen & Set InTunes” link
- Select a category from the drop down menu in order to view or listen to the songs in the category selected.
- Charged \$40 per megabyte for browsing using Digicel’s Internet service.

15. How do I purchase a song from Digicel InTunes?

- A song can be purchased through any of the access interfaces.

Via IVR

- Dial 132
- Enter your password
- Select option 1 to listen to the category listing
- Select the category to purchase song from
- Once you have heard the desired song press 1 to select the song
- Press 1 again to set the song for all callers
- The rate to call 132 is \$20 for the first 25 minutes of the call. After the first 25 minutes, on the same call, the charge is \$10 per minute.

Via USSD

- Dial *132# and press SEND
- Press 1 to get the list of categories
- Reply with the code for the preferred category
- Reply with the code for the song required
- Reply with 1 to set song as the default tune for all callers.

Via SMS

- Write “cat” in a text message.
- Reply to message received with “cat <code for the preferred category>”
- Reply to message with “set <code for song required>” to set song as the default song heard by all callers.
- Cost is \$3 per text

Via Digicel Live WAP Portal

- Log on to wapdigicel.com
- Click on the “InTunes” link
- Click on the “View InTunes” link
- Click on the preferred category to view list on songs in category
- Click on the desired song to purchase and set it
- Cost is \$40 per megabyte

Via Digicel Jamaica Website

- Log on to www.digiceljamaica.com
- Click on the “Digicel InTunes” link
- Log in with 7 digit mobile number and password
- Click on the “Listen & Set InTunes” link
- Select a category from the drop down menu in order to view or listen to the songs in the category selected.
- Click on “Add” beside the desired song to purchase and add song to album
- Click on “Set” to purchase and set song as default song for all callers

16. What is the cost to purchase a song from Digicel InTunes?

- The cost to purchase a song from Digicel InTunes is \$100 per song.
- There is a promotional rate of \$50 per song. Promotional rate valid until January 31, 2010.

17. How long is the song valid for after purchase?

- Each song purchased from Digicel InTunes is valid for 90 days after purchase.
- The song will be available for the 90 days given that the subscription is renewed.

18. Am I able to listen to a song before purchasing it?

- Yes. You may listen to the song via the link on the Digicel Jamaica website or by calling 132.
- The rate to call 132 is \$20 for the first 25 minutes of the call. After the first 25 minutes, on the same call, the charge is \$10 per minute.

19. Is there a limit on the number of songs that I may purchase?

- No. You are not restricted as to the number of songs that can be purchased.

20. Is there an expiry period on the song purchased?

- Yes. Each song is valid for 90 days after purchase.
- You will be required to repurchase songs after expiration.

21. How do I know that my song will soon expire?

- You will be notified of the song expiry via text message at least three (3) days before song expires. The message will read: "Your Digicel InTunes <name of song> <song code> will expire in X days. To keep this song for another day text renew + song code to 132."
- The customer will be charged and the song will remain in the album for an additional 90 days.

22. What happens after the song has expired?

- The song is removed from your album upon expiring.
- You may repurchase the song for another 90 days at a cost of \$100 each.

- There is a promotional rate of \$50 per song. Promotional rate valid until January 31, 2010.

23. What is an album?

- An album is a collection of songs that you have purchased from Digicel InTunes.
- A default album is automatically created upon activating the service.

24. Am I able to create my own album?

- Yes. You may create an album using any of the interfaces.

25. Is there a limit on the number of albums that I may have?

- Yes. You are allowed to have a maximum of ten (10) albums at any one time.
- You may delete, rename and create new albums at anytime.

26. Will the songs be deleted from my profile when the album is deleted?

- Yes. Upon deleting the album the songs in the album will also be deleted from your profile.
- Digicel suggests that you transfer the songs to another album before deleting the album.

27. Will I be charged for selecting a song that is already in my album?

- No. You will not be charged for selecting a song that is already in your album.
- You are only charged upon selecting a song from the category listing.

28. How often am I allowed to change the song set as the default?

- You may change the song that is played to your callers as often as you wish.

29. Can I have a different song for specific callers?

- Yes. The Digicel InTunes service allows you to set a particular song for a specific number or group of numbers.
- Digicel InTunes service has other features that allow you to personalize the song your callers hear when your number is dialed.

30. What other features are available with the Digicel InTunes service?

- Other options for personalization includes, but not limited to:
 - Setting the day of the week the song should be played
 - Settings the day of the week and time the song should be played
 - Setting a song to play on a particular date
 - Select a blacklist of numbers that the song will not be played for.

Note: Numbers entered in the Blacklist will hear the regular ringing when your number is dialed.

31. Am I charged each time someone dials my number and a song is played?

- No. You will not be charged each time someone dials your number and hears the song.
- Digicel Jamaica does not charge its customers to receive a call.

32. Are my callers charged when they dial my number and the song is played?

- No. Persons who dial your number are not charged when they call your number and a song is played to them.
- Digicel Jamaica only charges its customers when the call is connected. That is, someone answers the phone or call goes to voicemail.

33. What do I do if I have forgotten my password to use the Digicel InTunes service?

- There are three (3) options available to you to have your password reset if you have forgotten it.
- Call Digicel's Customer Care free of cost at 100 from any Digicel phone.

- Provide the agent you speak with your mobile number and the correct verifications for your account and the agent will reset your password.
- You will receive a text message with the new password

OR

- Create a text message and write the word “password” in it.
- Send the text message to 132. (cost is \$3 per text)
- You will then receive a text message with the new password.

OR

- Use the Digicel InTunes link on the Digicel Jamaica website to access the Digicel InTunes web page.
- Click on the Forget Password link.
- Enter your 7 digit mobile number and click on submit.
- You will receive a text message with the new password.

34. Can the same password be used for the IVR and WEB interface?

- Yes. Upon activation the passwords for the IVR and WEB interface are the same.
- If the password is changed via the IVR it is not automatically changed on the WEB, and vice versa.

35. Does the Digicel InTunes service works while I am roaming?

- Yes. If someone dials your number while you are roaming the song that you set will be played.

36. If I change my mobile number can the Digicel InTunes service be transferred to the new number?

- No. The Digicel InTunes subscription is not transferrable. Therefore, if you change your mobile number you will be required to activate the service from the new number.

37. Am I required to reactivate the service if I convert from prepaid to postpaid and vice versa?

- No. The Digicel InTunes service is connected to your mobile number. Hence, the Digicel InTunes activation will still be available after a service conversion.
- All Digicel InTunes settings including albums will be stored during conversion.

38. If I do a SIM Replacement will I be required to reactivate the service?

- No. The Digicel InTunes service is connected to your mobile number. Hence, the Digicel InTunes activation will still be available after a service conversion.
- All Digicel InTunes settings including albums will be stored.

39. What is the Caller Gift Tune feature?

- The Caller Gift Tune allows someone who has activated Digicel's InTunes to purchase and send a song to another person who has also activated the Digicel InTunes service.

Note: A song can only be gifted to someone who has activated the Digicel InTunes service. You will not be able to gift a song to someone who has not activated the service.

40. Is there a cost to gift a song to someone else?

- You will pay the regular charge of \$100 to purchase a Digicel InTunes. There is no additional charge for gifting a song to someone else.
- There is a promotional rate of \$50 per song. Promotional rate valid until January 31, 2010.
- The person receiving the song will not be charged.

Note: WEB and WAP browsing charges will apply if sent via DigicelLive or the Digicel Jamaica web page. You will be charged \$20 for the first 25

minutes to call 132 and \$10 per minute after the first 25 minutes and \$3 per SMS.

41. Can I copy a song that I heard when I called another number?

- Yes. To copy a song that you heard simply press the * key before the person answers the phone.
- You will then receive a text message with further instructions.

42. Is there a charge to copy a song?

- Yes. You will be charged the regular rate of \$100 per song that is copied.
- There is a promotional rate of \$50 per song. Promotional rate valid until January 31, 2010.

43. Can I deactivate the Digicel InTunes service before the 30 days period expires?

- Yes. You have the option of deactivating the service before the 30 days period expires.

44. How do I deactivate the service?

- There are four (4) options available for deactivating the Digicel InTunes service:
 - IVR by dialing 132
 - Text message by sending keyword “deact” to 132
 - USSD by dialing *132#
 - WAP by logging on to Digicel Live

Deactivating via IVR

- Dial 132
- Listen and press 6 to deactivate the service

Deactivating via text message

- Send text message with “deact” to 132.

Deactivating via USSD

- Dial *132#, press SEND
- Press reply and enter “1”

Deactivating via Digicel Live WAP Portal

- Log on to the Digicel Live at wapdigicel.com
- Click on the “Digicel InTunes” link
- Click on the “Unsubscribe” link

45. Will my callers still hear the song playing after I have deactivated the service?

- No. After deactivating the service, the regular ring will be played to all callers.

46. Can I renew the Digicel InTunes subscription?

- Yes.

47. How do I renew the Digicel InTunes subscription?

- Digicel InTunes subscription renewal is automatic for both prepaid and postpaid customers.
- Customers will receive the following message 5 days and 2 days before the subscription is renewed: “Dear valued customer, your current Digicel InTunes monthly subscription will expire in X days. Your Digicel InTunes service subscription will be automatically reactivated at this time.”
- Another message will be sent one day before the renewal. The final message will read: “Dear valued customer, your current Digicel InTunes monthly subscription will expire in 1 day and will be automatically reactivated at this time. To cancel text “deact” to 132.”

48. What happens if I do not have sufficient credit to renew my subscription at the time of renewal?

- The renewal will fail at the time.
- However, the system will automatically renew the subscription once credit is added to your account.

49. How do I know that the subscription has been renewed?

- Upon renewing the subscription you will receive the following confirmation message: “Dear valued customer your subscription to the Digicel InTunes service has been reactivated for 30 days.”

50. How do I renew the Digicel InTunes subscription after the expiration date?

- The subscription to the Digicel InTunes service may be reactivated using any of the 5 subscription methods available. (See question #7 for information on how to activate the service).

51. What will happen to my songs after I have unsubscribed?

- Once you text “deact” to 132 or unsubscribe from the Digicel InTunes service using any of the methods your Digicel InTunes profile will be deleted, including the songs that were previously purchased.

52. What happens to my songs if the Digicel InTunes subscription is not renewed?

- Your Digicel InTunes subscription will be placed in a deactive state for up to 7 days after the subscription expired.
- During the 7 days deactive period the songs that you have purchased and your personalized profile settings will still be saved.
- If you renew the subscription within that 7 days period you will have all songs previously purchased and settings.
- After the 7 days deactive period you will be unsubscribed from the service. All songs and settings will be deleted and you will be required to repurchase songs and reset your settings upon reactivating the Digicel InTunes service.

RING BACK TONES TERMS AND CONDITIONS OF USE

These terms and conditions shall govern the relationship between Digicel (Jamaica) Limited (hereinafter referred to as "Digicel", "we", "us" "our" and "the Company") and the user (hereinafter referred to as "you", "your" and "the Customer") of the Company's Ring Back Tones Service (hereafter referred to as "the Service") and shall constitute legal and binding obligations on the parties once you have subscribed to the Service. For the purpose of these Terms and Conditions "Content" shall mean songs, sounds, images, ring tones, animation or any other content that is obtainable through the Service for use on a mobile phone device.

By using the Service, you have agreed to these Terms and Conditions. We reserve the right to amend or unilaterally change the Service and/or the terms and conditions of this Agreement subject to notifying you of such amendments. Such notification may be by way of advertisement in the national media, SMS text messaging and/or our website. If the Service is used by you after notice of any amendment, then it shall be deemed accepted.

1. You understand that the Content comes from a variety of sources, and Digicel does not guarantee that the Content is adapted for a determined intention, or of a certain quality or free of errors.
2. The cost of any Content downloaded or accessed will be included in your monthly invoice for postpaid Customers or deducted from your credit for prepaid Customers.
3. The ability to download or access Content may be restricted or impaired when roaming abroad.
4. Content is non-exchangeable and non-refundable.
5. You must not modify or forward any Content and you will be directly liable for any claims brought against you, including claims by Digicel or any third parties should you do so.
6. In no circumstances may you use the Content for commercial purposes or forward Content to anyone who you have reason to believe may use it commercially.
7. You may not copy, distribute, modify, reformat, display, license, transmit, sell, perform, publish, transfer, reverse engineer or decompile (except to the extent expressly permitted by applicable law or as set out in this Agreement) or attempt to do so, or otherwise make available, the Content.
8. If your contract with Digicel is terminated or you otherwise leave Digicel's network, you will lose any Content you have purchased or which you received as part of a promotion
9. Differences in handset features mean that not all handsets are compatible with all Content. You are advised to check your particular handset's compatibility before downloading or accessing Content.
10. Under no circumstances will Digicel or any of the other parties involved in the provision of Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Where possible Digicel agrees to rectify any such problems in the Content which are notified to Digicel as soon as reasonably practicable. If you do notice a fault or error in the Content, please notify the fault to Digicel.
11. The downloading and accessibility of Content is subject to availability and may be affected by the volume of users from time to time or by network congestion.
12. Unlawful, indecent, or otherwise inappropriate use of the Content is prohibited.

13. You agree not to use the Network or the Content in any way which may interrupt, damage, reduce the efficiency or impair in any way the whole or any part of the Network or the delivery of Content.
14. All trademarks and trade names are the properties of their respective owners and all rights are reserved by the respective owners.
15. Breach of these terms by you will entitle Digicel to terminate your use of the Service.
16. If you change your mobile phone number at any time you will lose all Ring Back Tones you previously purchased or received as a free promotion as part of the Service. The Service is subject to a monthly subscription fee as well as a fee for individual Content. By purchasing Content, you agree to pay the monthly subscription fee until such time as you unsubscribe from the Service.
17. Ring Back Tones purchased will be valid for three (3) months or as otherwise notified at the time of purchase, unless Digicel decides in its sole discretion to remove it from the Service for legal reasons.
18. For Postpaid Customers the service will be automatically renewed on a monthly basis unless you cancel the Service.
19. For Prepaid Customers the Service will automatically be renewed on a monthly basis, and the following shall apply:
 - a. You will receive an SMS alert, 5 days, 2 days and 1 day prior to the expiration of the subscription
 - b. You will receive an option to cancel the Service before the renewal date
 - c. If you do not cancel the Service prior to the renewal date the Service will be automatically renewed.
 - d. If you have insufficient credit at the time of automatic renewal the Service will not be renewed at that time, however the renewal process will be completed the next time that the subscriber tops up their credit within the next seven (7) days (the seven (7) day grace period). If there is no top up during this grace period you will be unsubscribed from the service and you will need to reactivate the service.
20. You can unsubscribe from the Service at any time. The monthly subscription fee will no longer be charged as from the end of the month in which you unsubscribe.
21. If you decide to unsubscribe from the Ring Back Tones Service you will lose all the Ring Back Tones you have previously purchased or received as a free promotion.
22. Digicel reserves the right to vary or withdraw Content at any time without notice and to amend these Terms and Conditions from time to time. Any alteration or addition to these Terms shall take effect immediately once posted on our website. Any continued use or access to Content after such publication means that you will be deemed to have accepted such changes. Digicel reserves the right to change the cost of the Content from time to time. Any alteration or addition to the cost shall take effect immediately once posted on our website, on Digicel Live or otherwise communicated to the public via newspaper adverts, press releases or SMS messages. Any continued downloads of Content and access to Content after such publication means that you will be deemed to have accepted such changes.

