

Customer Acceptance Agreement

In this Agreement, 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 The Bahamas Telecommunications Company Ltd., (“BTC”). This Agreement is between You and Us for the provision of Wireline and Broad Band Services, (“the Service Offering”). This Agreement, the Service Offering and the use of Our Equipment are subject further to applicable fees and terms and conditions, including but not limited to Our Acceptable Usage Policy. Your use of Our Service will constitute Your Agreement to be bound by these Terms and Conditions. By signing this form or activating BTC service, You agree that each set of commercial terms between You and Us will incorporate: (a) this Agreement; (b) the Service Offering; (c) the Fee Schedule and Specifications, which includes specific technical terms on my service (c) Our General Terms and Conditions; (d) Our Acceptable Use Policy and (e) Our Privacy Policy. Copies of documents (b), (c), (d), and (e) can be obtained in www.btcbahamas.com or other such URL as may be provided by Us, in Our Offices and Retail Stores at a reasonable fee, or by contacting Customer Care. Where there is a conflict between these documents, this Agreement and the General Terms and Conditions, and the Acceptable Usage Policy will prevail.

1. Bahamians Citizens: Valid government photo identification and National Insurance card (passport and National Insurance card or photo drivers' licence if National Insurance number appears on the reverse side of the photo Drivers' Licence).

2. Non-Bahamian Residents: Valid passport or other government issued photo identification i.e. Passport, Driver's Licence, or Residency Card).

3. Business/Limited Companies: Valid Business Licence or Certificate of Incorporation, Letter of Request on the business' letterhead, signed by an authorized signatory (officers and/or directors) [the letter must include authorization for the bearer to transact business on the company's behalf along with a list of all other persons who will have the right to transact business on behalf of the company. The bearer must present government issued photo identification or a photo identification issued by the business applying for service]. You certify that if You are signing on behalf of a business/ Company that You are authorized to sign.

4. Joint Accounts: In the event You apply with another person(s), liability incurred under this agreement will be joint and We reserve the right to pursue either You or other applicant(s) for payment of the full amount owed.

5. Electronic Communications: You consent to receive communications from Us electronically. We may communicate with You by e-mail, or by posting notices on www.btcbahamas.com. 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.

6. Deposit: You understand that You must give a security deposit with the initiation of Your service. You understand this deposit could be set off against any outstanding payable when We deem it necessary.

7. Charges and Surcharges: You will be charged monthly fees and per usage fees as specified in the Service Offering and other surcharges as specified in this Agreement. Certain rates are subject to change at any time, in which case. You will receive 30 days advanced notice.

8. Service Reselling: Our services are to be used for the purpose for which they are contracted. Reselling the services purchased, including but not limited to unlimited use plans without Our authorization is expressly prohibited.

9. Billing and Payments: You will receive a bill reflecting Your usage activity and applicable charges, which You must pay in full when due. Bills are also available online at www.btcbahamas.com or other such URL as may be provided by Us. We reserve the right to charge a fee for additional copies of bills.

10. Suspension: You understand that We will notify You of Your overdue debt and that after 31 days from the billing date, Your service may be disconnected for non-payment of past due amount and/or when You exceed established credit limits. You will incur a fee when service is reconnected as specified in the service offering. You remain liable for all charges, even during disconnection.

11. Termination: After ninety (90) days of non-payment, Your service will be terminated and Your deposit will be set off against the charges due. Upon termination You will be responsible for all the amounts and charges up to the termination date, including all incurred fees. To reactivate Your account, You must pay the outstanding balance in full and give an additional security deposit.

12. Cancellation and Return Policy: You understand You will be charged a fee if You cancel Your service before the minimum term as specified in the service offering. You must pay fees associated to the usage up to and including the date of termination.

13. Warranty: Except for any written warranty that may be provided with Our device or Equipment, You purchase from Us, and to the extent permitted by law, the services and devices are provided on an “as is basis” and on a “with all faults” basis and without warranties of any kind.

14. (a) Service Modification: You understand and agree that should You change service(s) plan(s) and/or functionality, there may be fees associated with the change. Early Termination Fees and new Activation Fees may apply.

14. (b) Network modifications: We will migrate your current fixed line services from our copper network to our fiber network. You acknowledge and agree that such migration will result in a permanent, irreversible change to your network and hereby consent to this modification.

15. Access: You give Us permission to have access premises for Us or an Authorized Representative to carry out work at the site or premises necessary to enable Us to install, maintain, alter, remove, renew and repair Our equipment as applicable.

16. Customer Premise Readiness: You acknowledge and agree that You are responsible for installing and maintaining all wiring

internal to Your premises and from Your premises to Our demarcation point at the curb, joint box or utility pole, as applicable. This must be done in accordance with Our specifications.

17. Credit Revision and Collection Agencies: You authorize Us to obtain information from You to revise Your credit history and to share it with credit and collection agencies.

18. Disputes: You agree to communicate Your service complaints in accordance with BTC's Code of Practice for Handling Consumer Complaints. All billing queries/disputes must be submitted to Us within 90 days of the statement date. You must pay undisputed charges until the dispute is resolved. A service fee may apply. If after investigation, it is established to Our satisfaction that the whole or any part of any disputed charge is legitimate, then You must pay such charges on the Final Date shown on the next statement. If a dispute cannot be resolved; You have the right to refer your dispute to URCA if we are unable to resolve it. You agree to resolve such further disputes by arbitration pursuant to the Statute Laws of the Commonwealth of The Bahamas.

19. Electronic Payments: If You choose to use this payment service, You authorize BTC to withdraw from Your bank account or charge Your debit/credit card for the monthly balance due on Your account. You will receive notice of all movements in Your bank account.

20. Parties' Relationship: You acknowledge that by signing this agreement You are not entering into a partnership or joint venture between You and BTC, and that We are not Your distributor, dealer or agent.

21. Assignment: You will not assign or transfer this agreement to any third party, without prior notice to Us, and without Our prior written consent.

22. Third Party Rights: You acknowledge and agree that unless explicitly stated in this Agreement, third parties have no rights under this agreement to enforce any term in it. This includes any unauthorized affiliates.

23. Authorization: You certify, if You are signing on behalf of a company, that You are authorized to sign.

24. Agreement Changes: You understand Fees, Terms and Conditions are subject to change and that We will notify You as required by law with 1 month's advance notice.

25. Intellectual Property: All content included on Our site(s), such as text, graphics, logos, buttons icons, images, audio clips, digital downloads, data compilations and software, is the property of BTC or its content suppliers and protected by Bahamian and international intellectual property laws.

26. Supply of Services: You understand and agree that faults with Your service may occur occasionally and service is not fault free. We will notify You in advance of planned suspensions or interruptions, and where possible of unplanned suspensions or interruptions.

27. Notices: We will send You communications to Your billing address, e-mail or other contact point as provided by You to Us from time to time.

28. Service Commencement Date: Is the date that Service(s) are available for operation and/or installed at Your premises. It is Your responsibility to keep this information up to date and inform Us of any changes.

29. Numbers and IP Addresses: If You are a new customer to one of Our Services, We will provide You with a Phone Number, and/or IP address (or range of IP addresses) to identify You and to enable the Service.

Ownership of phone numbers, IP addresses or other codes are Our property. All Your rights to use Our phone numbers, IP addresses or codes will cease upon termination of the Service.

Billing information is associated with the phone number or IP address, so Your account will be charged even if You use different Equipment or Devices. At Your request, We will not include Your phone number in the Public Telephone Directory or in the directory enquiry facilities.

30. Order, Delivery and Title Transfer of BTC Equipment or Device: Orders of Equipment or Devices are subject to availability. In the event of the acceptance of the order by Us, We will proceed accordingly. We do not guarantee the continuing availability of any particular Equipment or Device. We will deliver the Equipment or Device according to the specific procedures that We commercially implement. See Our General Terms and Conditions for details.

Your acceptance of the Equipment or Device is completed once We deliver it or You collect it. Risk for the Equipment or Device will pass to You upon Your receipt of the Equipment or Device. See Our General Terms and Conditions at www.btcbahamas.com and the Customer Acceptance Agreement at the rear of Our Customer Application Forms. Title or ownership of the Equipment or Device shall pass to You

upon payment in full for such item.

31. Equipment or Device: All services do not work on all Equipment or Devices. If You do not have suitable Equipment or Device available, the service may not function correctly. We will not be liable for Your Equipment's or Device's inability to receive the service. We reserve the right not to provide services that do not function correctly in Your Equipment or Device.

Equipment or Devices not purchased from Us may not work in Our network. It is Your responsibility to guarantee technical compatibility with Our network and the Service.

All Customer Equipment or Device connected to Our network must comply with Our specifications and connection instructions as outlined in the Fee Schedule and Specifications document located online at www.btcbahamas.com, or such other URL as may be provided by Us or upon request at Our Retail Stores.

32. Loss or Theft of Equipment: If the Equipment or Device on which We provide the Service is lost or stolen, You shall notify Us immediately. When We receive the notification We will block the Equipment or Device from using the services. If the Equipment or Device is recovered, You can notify Us and We will unblock the Equipment or Device. To notify Us of lost or stolen Equipment or Device, You must first contact Us at Customer Care, and then confirm the loss or theft to Us in writing. Any usage charges incurred prior to notifying Us that the Equipment or Device was lost or stolen, remain Your responsibility and will be billed to You.

33. Triple Play Bundles: I understand and agree that should I select one of the Triple Play Bundles this Agreement will be subject to a minimum period of twenty-four (24) months. I agree that in the event that I cancel my service prior to the end of the minimum period, I will be responsible for the payment of the remaining monthly charges. I accept that BTC has the right to require full payment of this early cancellation fee prior to providing any other services to me. I also understand that Home Phone Plus is the only fixed line service offering as part of the Triple Play Bundles.

34. Features and Value Added Services: You may order additional features or value added services to Your Broadband or Wireline Services. We reserve the right to substitute, modify or discontinue features and value added services at any time. We do not guarantee the continuing availability of any feature or value added Service. Some features or value added Services require capable Equipment or Devices. You are responsible to have the right Equipment or Device.

In cases where the features and value added Services are provided by a third party You must agree with the terms and conditions of that third party, and We are not responsible or liable for consequences of usage of third party services.

35. Obligations of the Customer: For applicable Services, You must provide and maintain Your own local area network (LAN) and ensure that Your local area network operates satisfactorily with Our network. You must comply with any instruction to use Our Service(s). You must notify Us if You become aware of illegal or improper use of any phone number, IP address, Equipment or Device.

You acknowledge that some of Our Services enable access to the internet and that You use it at Your own risk and under all applicable laws. We are neither responsible for any information, software, service or other materials obtained by You via the internet, nor are We liable to You or any third party for any loss or injury arising out of or caused in whole or in part by Your use or acquisition of any information, application or content.

You acknowledge that You are responsible for installing and maintaining all wiring internal to Your premises and from Your premises to Our demarcation point at the curb, joint box or utility pole, as applicable.

You agree to indemnify Us, Our officers, Directors and employees against any and all third party claims that may arise from Your failure to use Our Devices and/or Services in the manner for which they were designed.

36. Indemnification By Customer: You agree to use BTC's Equipment for legal purposes and to use BTC's Equipment and Our Services in the manner for which they were designed. Should You fail to comply with this or any of Your obligations under this agreement You agree to defend and indemnify BTC against any third party claims, judgments, damages, costs (including reasonable Attorney's fees) and settlements that may arise from such a failure.

37. Limitation of Liability: We shall not be liable to You, and You waive any indirect, consequential, commercial damages directly or indirectly arising out of or in connection with the use or misuse of the Device or Service. In no event shall BTC's total liability to You for any damages of any kind be greater than the amounts paid by You under the terms of this agreement in the twelve (12) months immediately preceding the incident giving rise to the liability.