



Loyalty/Loyalty Premium Device Supplement Agreement

This DEVICE SUPPLEMENTAL AGREEMENT in relation to the Loyalty or Loyalty Premium program, as applicable (the "Supplemental Agreement"), dated _____ is made between _____ (the "Subscriber"), and Logic Communications Ltd. and/or Bermuda Digital Communications Ltd. (doing business under the trade names "One Communications Ltd." and "One") (hereafter referred to as "One") of 30 Victoria Street, Hamilton HM12, Bermuda.

One or One's authorized dealer, as applicable, agrees to make a wireless device, television or other device as described below (the "Device") available to the Subscriber at a portion of the retail price if the Subscriber enrolls in One's minimum monthly service plan for the provision of services (such as the FibreWire Smart Bundle services or such other services, as determined, and as may be subject to change, by One from time to time), (the "Services") for a fixed period (the "Commitment Period") and be liable to pay for Services on a monthly basis during the Commitment Period. The Subscriber pays only a portion of the retail price of the Device on the day the Subscriber signs this Supplemental Agreement. The unpaid portion of the retail price of the Device remains on the Subscriber's Loyalty Device Balance or Loyalty Premium Device Balance, as applicable, (the "Loyalty Device Balance"). The Loyalty Device Balance decreases each month over the Commitment Period until it reaches \$0.

CELL PHONE NUMBER: _____
ALTERNATE NUMBER: _____
ACCOUNT NUMBER: _____
CUSTOMER BID: _____
RETAIL PRICE: \$ _____
PORTION OF RETAIL PRICE PAID: \$ _____
INITIAL LOYALTY DEVICE BALANCE: \$ _____
DEVICE DESCRIPTION AND SERIAL NUMBER: _____
COMMITMENT PERIOD/ EXPIRY DATE: [24 months] / [36 months] _____
MINIMUM MONTHLY SERVICE PLAN: _____ \$/MONTH _____

By executing this Supplemental Agreement, the Subscriber agrees to be bound by the terms stated below and the One Terms of Service.

IT IS HEREBY AGREED AS FOLLOWS:

- 1. SUPPLEMENTAL TO THE TERMS OF SERVICE.** This Supplemental Agreement is supplemental to and incorporates by reference the One Terms of Service. An electronic copy of the One Terms of Service can be found on our website: www.onecomm.bm.
- 2. HOW THIS SUPPLEMENTAL AGREEMENT WORKS.** Subscribers purchasing a new Device from One or One's authorized dealer, as applicable, and enrolling in One's minimum monthly service plan can keep a Loyalty Device Balance. If a Subscriber keeps a Loyalty Device Balance, the Subscriber pays One or One's authorized dealer, as applicable, only a portion of the retail price of the Device on the day the Subscriber signs this Supplemental Agreement. The unpaid portion of the retail price of the Device is the Loyalty Device Balance. The amount a Subscriber can put on the Subscriber's Loyalty Device Balance may vary depending on whether the Subscriber is subscribing under the Loyalty or Loyalty Premium program, the monthly service plan selected and the Device chosen. If a Subscriber changes to a monthly service plan with a lower Loyalty Device Balance the Subscriber must pay the difference between the Subscriber's Loyalty Device Balance and the Loyalty Device Balance for the new plan. If a Subscriber changes to a monthly service plan which does not meet the minimum monthly service plan requirement for keeping a Loyalty Device Balance, the Subscriber must pay the outstanding Loyalty Device Balance to One at the time the service plan is changed. In some cases, depending on the retail price of the Device, the Subscriber can put the full retail price of the Device on the Subscriber's Loyalty Device Balance. The retail price, the portion of the price paid for the Device and the initial Loyalty Device Balance are set out in this Supplemental Agreement. The Loyalty Device Balance will decrease each month during the Commitment Period by an amount equal to the initial Loyalty Device Balance divided by the number of months in the Commitment Period. At the end of the Commitment Period the Loyalty Device Balance will reach \$0 and the Subscriber will own the Device. A Subscriber can pay the Loyalty Device Balance in full at any time during the Commitment Period. The Loyalty Device Balance can only be used by the Subscriber and only one Loyalty Device Balance can be established for each Device a Subscriber activates with One.
- 3. EXPIRY OF SUPPLEMENTAL AGREEMENT.** This Supplemental Agreement shall be effective as of the date stated above and shall remain in effect during the Commitment Period, after which it shall expire. Upon expiry at the end of the Commitment Period, the Loyalty Device Balance will reach \$0 and the Subscriber shall have no further obligation in respect of the Loyalty Device Balance.
- 4. EARLY WITHDRAWAL.** In the event the Subscriber elects to withdraw from a Service at any time during the Commitment Period or the Subscriber's account is terminated by One in accordance with the One Terms of Service, the Subscriber must pay the outstanding Loyalty Device Balance to One and all amounts chargeable on the account up to the time the service is cancelled. If the Subscriber fails to do so by the date specified, One has the right to charge interest on the outstanding Loyalty Device Balance at the rate specified in the One Terms of Service. If the outstanding Loyalty Device Balance is paid to One, the Subscriber can keep the Device.
- 5. DEVICE UPGRADES.** The Subscriber is permitted to upgrade or replace the Device part way through the Commitment Period i.e. prior to the Expiry Date and purchase a new Device from One or One's authorized dealer, as applicable, at a portion of the retail price but to do so the Subscriber must, at the time of purchasing the new Device from One or One's authorized dealer, as applicable, repay the outstanding Loyalty Device Balance. A new Commitment Period will commence when the Subscriber purchases a new Device from One or One's authorized dealer, as applicable, and signs a new Supplemental Agreement.
- 6. LOSS THEFT OR DAMAGE OF DEVICE.** The Subscriber acknowledges that loss, theft of, or damage to, the Device shall not affect and shall have no consequence in respect of the Subscriber's obligations under this Supplemental Agreement. The Subscriber must still pay the outstanding Loyalty Device Balance on a lost, stolen or damaged Device. Replacement Devices purchased from One or One's authorized dealer will be sold at the retail price unless the Subscriber signs a new Supplemental Agreement.
- 7. CHANGES TO TERMS.** One reserves the right to modify or cancel this offer at any time. One will provide the Subscriber with 30 days' prior notice if One changes the terms and conditions of this Supplemental Agreement. If One cancels or modifies this Supplemental Agreement while a Subscriber has an outstanding Loyalty Device Balance, the Loyalty Device Balance will continue to decrease each month by an amount equal to the initial Loyalty Device Balance divided by the number of months in the Commitment Period. The Subscriber will not be required to pay the outstanding Loyalty Device Balance except as otherwise described in this Supplemental Agreement.

NOTICE IMPORTANT INFORMATION IN RESPECT OF YOUR NEW DEVICE WARRANTY

Any warranty on your new Device shall be provided as follows:

- 1. ONE PRE-CERTIFIED DEVICES.** Where One makes a pre-certified device available pursuant to this Subscription Agreement, any warranty in respect of such Device is provided in accordance with One's certified pre-owned warranty policy in respect of such Device.
- 2. MANUFACTURER NEW DEVICES.** Where a new device is made available by One pursuant to this Subscription Agreement, any warranty in respect of such Device is as provided by the Device manufacturer and/or the manufacturer's authorized representative, as applicable, in respect of such Device. One shall not have any liability with respect to any such alleged defective Device.
- 3. AUTHORIZED DEALER DEVICES.** Where a device is made available by One's authorized dealer pursuant to this Subscription Agreement, any warranty in respect of such device is as provided by the One authorized dealer you purchased the Device from. One shall not have any liability with respect to any such alleged defective Device.

(Subscriber Signature)

(Subscriber Print Name)

Date