

# TERMS OF SERVICE

These Terms of Service (or, "TOS") are part of the Contract (defined below) between you and Logic Communications Ltd. (formerly Bermuda Cablevision Limited) and/or Bermuda Digital Communications Ltd. (each doing business under the trade names "One Communications Ltd." and "One") (hereafter referred to as "One") and apply to the extent that they are applicable to your Service(s).

These TOS incorporate any additional terms contained in any paper or online order form for any Service(s), as well as any brochure, user guides, and any other materials incorporated by reference (such as One's Acceptable Use Policy) ("Orders/Materials"). If there is any inconsistency between the TOS and any Orders/Materials, the TOS will prevail. These TOS incorporate any supplemental agreement, installment agreement and/or additional terms ("Supplemental Agreements"). If there is any inconsistency between the TOS and any Supplemental Agreements, the Supplemental Agreements will prevail. The Orders/Materials, the Supplemental Agreements and the TOS are, together, the "Contract".

## ACCEPTANCE, COMMENCEMENT & CHANGES

**1. How do I accept the Contract with One and when does the Contract commence?** The Contract commences and becomes effective on the date that you accept the TOS ("Commencement Date"). You can accept the Contract (i.e. the TOS and the Orders/Materials) (i) by signing these TOS, (ii) by clicking "I AGREE" at the end of the TOS online; or (iii) use of the Services for 30 days will be deemed acceptance of these TOS effective on the date the Services were first used. By accepting the Contract, you are also agreeing to the terms and conditions contained in any Orders/Materials and Supplemental Agreements.

**2. Who can make changes to the Contract and how?** Only One can make changes to the Contract including changes to One's service charges, but (depending on your Service and the plan details) you may be able to add or remove certain features. During any Fixed Service Period, One may change the Contract by giving you at least 30 days advance notice of the change via mail, message on your invoice, e-mail or made available electronically and you will have the right to terminate the Contract at the point of the proposed change without incurring any early termination fees. In the case of your Month-to-Month Service Period, you will be bound by revised versions of this Contract that we make available to you. Your continued use of a Service for 30 days will be your acceptance of such change(s).

## SERVICES COVERED; UPGRADES

**3. What is covered by the Contract?** Your use and receipt, of the One Internet, phone, local and long distance voice, wireless phone, data and television services that you order, as well as any related services ("Services") and any additional equipment supplied by One ("One Equipment") (e.g. receivers, modems, etc.). For a list of related services, see [www.Onecomm.bm](http://www.Onecomm.bm). Your Equipment (defined in Section 22) is also covered.

**4. What does One promise regarding the Services?** One agrees to provide the Services to you, subject to the terms of this Contract.

- Are there any specific terms regarding television services? Yes. The channels made available to you as of the Commencement Date are set out in your Order. Details regarding packages are available at [www.onecomm.bm](http://www.onecomm.bm). You acknowledge and agree that the channels and/or programming provided as part of the Services may change (including, being suspended, blacked-out, or cancelled permanently) from time to time without notice. In addition, One may substitute alternative programming and/or channels to replace changed programming/channels. One will use reasonable efforts to provide you with reasonable notice of such cancellations. The TV Services may also include video on demand and pay per view programming, interactive programming and related personal video services.
- Blocked Content. One reserves the right to block content on the Services, including (without limitation) content that One's providers require One to block and content for which One does not hold transmission rights.
- Are there any specific terms regarding wireless services? Yes. Service is provided to you for use by you only and is not for resale. One will only accept orders for activating, changing or terminating services from you. Each telephone number can appear in only one wireless handset, mifi, tablet or other device which can connect to One's mobile network ("Device"). You are responsible for making sure that your Device is compatible with the cellular system and current technology in operation. You agree not to use your Device for any unlawful or abusive purpose or in such a way as to create damage, liability or risk to One, its employees, facilities or agents or to the public generally.
- Availability. Service may be temporarily refused, interrupted or degraded due to weather, geography, governmental orders, capacity limitations, network modifications, upgrades, repairs or similar activities necessary for the operation of the Service.
- Roaming. Roaming services are available where One has roaming agreements with other carriers. Note that even if you are not actively using your Device to make calls or texts, if your Device is turned on and compatible with roaming on a wireless provider with which One has a roaming agreement, it will be roaming and will connect using the services of that wireless provider and roaming charges will be incurred. You are responsible for all roaming charges. Unless you choose to opt out, you will be charged for roaming in accordance with the terms and conditions of One's current roaming product. For more information on roaming and One's current roaming charges, see: <https://onecomm.bm/mobile/carry-on-roaming/>.

## TERM, AUTO-RENEWAL, TERMINATION, SUSPENSION & COOLING-OFF

**5. How long is my Contract with One? How does it renew?** Services are provided to you on an ongoing monthly basis ("Month-to-Month Service Period"), unless when you order the Services you and One agree to a minimum contract period ("Fixed Service Period") for any Service(s). The term of any Service will begin on the Commencement Date, and will expire at the end of the first Month-to-Month Service Period or the Fixed Service Period, as applicable ("Initial Service Period"). Upon expiration of an Initial Service Period, the Service will continue on a Month-to-Month Service Period at One's then-applicable rates, as reasonably communicated to you, unless you cancel the applicable Service or unless One or you terminate this Contract.

**6. How does the Contract or any Service get terminated?** You can terminate the Contract during the Initial Service Period by e-mailing [info@Onecomm.bm](mailto:info@Onecomm.bm) if (a) One has informed you that it is unable to, or will not, connect or provide you with Services; (b) Services are not connected or provided by One within 30 days of entering into the Contract; and/or (c) Services are not connected or provided by One within 30 days of entering into the Contract and you have contacted One for the connection or provision of the Services at an agreed later date and One does not connect or provide the Services by such later date. After the Initial Service Period, you can terminate the Contract by giving One at least 30 days written notice by e-mailing [info@Onecomm.bm](mailto:info@Onecomm.bm).

**7. Does a 'cooling-off period' apply to the Contract?** Yes. If within the first 14 days of the Initial Service Period ("Cooling-Off Period") you decide that you do not want the Services, you may cancel the Contract during the Cooling-Off Period by e-mailing [info@Onecomm.bm](mailto:info@Onecomm.bm) without incurring any charges unless at the time of cancellation you were connected to or provided with the Services, then you will be responsible for the cost of any Equipment, installation costs and the pro-rata costs of the Services at the Contract rate to the date of cancellation, which sums shall become immediately due and payable.

**8. Are there fees for terminating early?** Yes. Unless you terminate the Contract in accordance with Section 2 or Sections 6(a) - (c), you must pay an early termination fee for any Service(s) you terminate prior to the end of any Fixed Service Period. The fees are equal to 100% of the total monthly charges for each early terminated Service, multiplied by the number of months left in the Fixed Service Period or as specified in any Supplemental Agreement.

**9. Can One disconnect/suspend or terminate my Service(s)?** One may terminate or immediately suspend or disconnect any Service(s) for any of the following reasons: failure to pay any amounts due, material breach of this Contract, or direction from a lawful authority.

**10. What are the parties' rights and responsibilities after suspension or termination?** All outstanding amounts for the affected Service(s) and Equipment including amounts outstanding under a Supplemental Agreement will become immediately due and payable. The parties will provide each other with all assistance reasonably necessary in order to terminate their relationship.

**11. Does any part of this Contract continue after termination or suspension of the Services?** Yes. The following sections will continue to survive and remain in effect: Sections 12, 13, 17, and 20 through 35. All accrued obligations and rights of the parties will also survive.

## FEES, PAYMENTS, & PENALTIES

**12. How does One invoice me? When are payments due?** Invoicing starts when any Service first becomes available for your use/receipt. For recurring charges, invoices will be monthly in advance. For non-recurring charges, invoices will be monthly in arrears, except that certain non-routine non-recurring charges (e.g. time and materials fees) will be invoiced monthly in arrears. You must pay all amounts due by the due date stated on the invoice ("Due Date").

**13. What Fees do I have to pay?** The following "Fees" include but are not limited to: fees for Equipment; one-time fees to install or set-up Services; monthly fees for the Services; overage fees for connect or call time, text messages or data usage volumes over and above any minimums included in the Service, toll and roaming access charges; local television programming fees; disconnection fees; fees on a time and materials basis to fix faults or repairs due to any cause other than One's misconduct or fair wear and tear; and, fees on a time and materials basis or One's minimum call-out charge, if One is called out and no fault is found on the One Equipment. A Government Licence Fee of \$12.00 (or such amount as may be determined from time to time by the Government) for the Government License Fee per mobile line is automatically added to your account each month.

You will be charged the price(s) set-out on your most recent order form(s) for the relevant Service(s). However, the fees for disconnection depend on the circumstances surrounding such disconnection. Please inquire as to the applicable disconnection fees by e-mailing One at [info@Onecomm.bm](mailto:info@Onecomm.bm).

**14. What penalties and consequences apply for late payment?** If One doesn't receive your payment by the Due Date, you will be charged monthly interest of 3% of the outstanding balance or a minimum amount of \$5 per month. If payment is not received by the Due Date because it is rejected, then you must pay late charges and any additional charges (including bank charges) and One may continue your Services only on a pre-paid basis or impose a reasonable credit limit for any usage charges. One may suspend your Services if the credit limit is exceeded.

**NOTE FOR ONLINE PAYMENTS:** Payments made online take up to 3 business days to register on Customer's account.

**NOTE FOR MAILED PAYMENTS:** If your payment is made by cheque sent in the mail and is not received by the Due Date for any reason, including postal delays, you will be charged a late fee.

(Terms of Service continue on the following page.)

## SIGNATURE

BY SIGNING THE CONTRACT (I.E. THE TOS, THE ORDERS/MATERIALS AND THE SUPPLEMENTAL AGREEMENTS) BELOW, YOU ARE LEGALLY BINDING YOURSELF TO THE TERMS AND CONDITIONS OF THE CONTRACT.

Full Name (printed):

Date (d/m/y):

## PRE-ACTIVATION REQUIREMENTS

**15. What information do you need to provide prior to Service activation?** You will be asked to provide a valid credit/debit card ("Card") number.

**16. Do I have to keep my credit/debit information current?** Yes. You must provide One with updated Card information upon request and any time the information previously provided is no longer valid. All invoices will be sent to the address on file at the time.

**17. Can One require a credit reference or a security deposit?** Yes. One may require credit references and/or a security deposit prior to activation of any Service. One may apply your deposit to any outstanding balance on your account.

## PRE-AUTHORIZED CHARGES

**18. What charges do you have to pre-authorize?** You authorize One to charge and place a hold on the Card for any unpaid charges for Service and any related Equipment. You also authorize the payment of all amounts owed, without requiring a signed receipt. One has no liability for non-sufficient funds or other charges incurred in charging or placing holds on your Card.

## INQUIRIES, COMPLAINTS & DISPUTES

**19. How do I make inquiries regarding Services?** Contact One via [info@Onecomm.bm](mailto:info@Onecomm.bm), including to obtain up-to-date information regarding delivery, installation and activation.

**20. How do I initiate a complaint?** How do disputes get resolved? If you question or dispute any amount invoiced to you, you must do so within 45 days of the invoice date by e-mailing [info@Onecomm.bm](mailto:info@Onecomm.bm). One will investigate any disputes promptly and notify you of the findings. One will handle customer complaints in accordance with One's Complaints Handling Policy available at [https://onecomm.bm/wp-content/uploads/2022/06/ONECOMM\\_Customer-Complaint\\_V1\\_2022\\_6\\_23-1.pdf](https://onecomm.bm/wp-content/uploads/2022/06/ONECOMM_Customer-Complaint_V1_2022_6_23-1.pdf) or on request by email to [info@onecomm.bm](mailto:info@onecomm.bm).

## ONE'S WARRANTIES - SERVICE AND ONE EQUIPMENT

**21. What does One warrant?** One warrants that it will provide the Service with the reasonable skill and care of a competent telecommunications service provider. One also warrants that Equipment sold by One to you, under this Contract, for outright ownership by you, will function substantially in accordance with any documentation provided by One with such Equipment, for a period of 90 days from the purchase date (unless otherwise specified by One) or as may be provided by the Equipment manufacturer, as applicable. If the Services or Equipment do not conform to this warranty, then One will use commercially reasonable efforts to promptly correct the non-conformance or provide you with an alternative means of accomplishing the desired performance. This remedy is your only remedy for breach of this Section.

**22. What does One NOT warrant? ONE DOES NOT PROVIDE ANY OTHER WARRANTY REGARDING ANY SERVICE OR THE EQUIPMENT, WHETHER EXPRESS OR IMPLIED, AND ALL SERVICES AND EQUIPMENT ARE PROVIDED "AS IS". IN ADDITION, ONE DOES NOT WARRANT OR GUARANTEE THAT ITS SERVICES OR EQUIPMENT WILL BE COMPATIBLE WITH YOUR EQUIPMENT.**

## CUSTOMER RESPONSIBILITIES – SERVICES, ONE EQUIPMENT, AND INSTALLATION

**23. Who is responsible for use/receipt of the Services and Equipment?** You are responsible for your use and receipt of the Services, any equipment and systems you own including your Device (together, "Your Equipment"), and any One Equipment you use with the Services (together, "Equipment"). Risk of loss or damage to Equipment, no matter the cause, passes to you upon delivery and remains with you until the One Equipment is returned to One in good working order.

**24. Who owns the One Equipment?** One, even while it is rented or loaned to you.

**25. What rights do you give One, and what are your responsibilities, regarding installation and removal of One Equipment?** You authorize One to use any Equipment to install, connect, disconnect, inspect or alter, or remove the Service(s) or Equipment in a location or locations requested by you, including your premises. You will provide One sufficient, free and safe access to your premises and all Equipment.

**26. What are your responsibilities for use/receipt of the Services and Equipment?** You promise, and you represent and warrant, to One that you are at least 18 years of age and if signing on behalf of a corporation or entity you are fully authorized to sign on its behalf and that you will:

- use the Services and Equipment in accordance with One's Acceptable Use policies, available at <https://onecomm.bm/legal-policies-notices/>
- maintain and return the Equipment in good working condition, following manufacturer's recommendations;
- promptly pay One for any lost, stolen, unreturned or damaged One Equipment;
- use the Services and Equipment in line with this Contract and for lawful purposes only; and
- only use the Services and Equipment for your personal or home usage and not make them available to, or for the benefit of, any unauthorized person or third party.

**27. What risks do you take on regarding your use/receipt of the Services and Equipment?** By using the Services and/or Equipment, you take on the following risks:

- failures, malfunctions or deterioration of Equipment;
- improper, unlawful and/or unauthorised use of the Services and/or Equipment that may result in the theft of electronic data; and
- loss, theft or fraudulent use of your Device. You are responsible for payment of all usage, toll, data, long distance and/or roaming charges attributable to your telephone number incurred fraudulently or by unauthorized third parties during the time until you report the loss, theft or fraudulent use to One.

## INDEMNIFICATION

**28. Under what circumstances do I have to make One whole?** You agree to indemnify, defend and hold harmless One from any and all claims, demands, actions, costs, expenses, damages and liabilities (including reasonable legal fees and expenses) ("Claims") that arise in any way from your use and/or receipt of the Services and/or Equipment, including but not limited to Claims of slander and intellectual property infringement. Your obligation under this Section extends to One and its affiliated companies, and their shareholders, directors, officers, employees, agents, and contractors.

## ONE'S LIABILITY

**29. How is One's liability limited?** One is not responsible for any damages suffered in connection with this Contract by you or anyone, including damages that are direct, indirect, consequential, incidental, economic, exemplary or punitive. These include, but aren't limited to, damages such as loss of business opportunity or loss of data. It does not matter whether the damages are based on negligence, breach of contract, fraudulent use, hacking of One's services, or any other reason. Without limiting Sections 28 or 29, if One were in any event found liable for a claim regarding this Contract, One's liability is limited to the maximum aggregate of Fees paid by you during the calendar month immediately preceding the date the claim first arose.

**30. Are there circumstances where One doesn't have liability?** In addition to the circumstances described in Section 29, One is not responsible for any loss, liability, damage, expense or claim for any failure of the Service(s) or Equipment, or for performance by One of any obligations related to the Service(s) and/or Equipment, due to any cause beyond its reasonable control (e.g. acts of war, terrorism, civil unrest, sabotage, labour difficulties, natural disasters, power outage, flood, embargo, unavoidable catastrophe, explosion, act or omission of a governmental authority, or act or omissions of a service provider).

## GENERAL

**31. What laws apply to the Contract?** The laws of Bermuda govern.

**32. Does One have a privacy policy?** Yes. In order to provide the Services, you will be required to provide certain personal information to One. You acknowledge and agree that One may process such personal information in accordance with the data protection laws applicable to One and the One Privacy Policy, a copy of which is available at <https://onecomm.bm/privacy/> or upon request.

**33. How does One accommodate Vulnerable Persons?** One accommodates Vulnerable Persons (as defined in the Regulatory Authority of Bermuda's Schedules to the Principles of Consumer Protection General Determination (the "GD")) in accordance with the requirements of the GD. This includes maintaining a priority services register for Vulnerable Persons, providing reasonable prior notice to a Vulnerable Person, or a member of his or her household, of termination of the Services and shall postpone termination of services for such persons for thirty (30) days. In the event of a postponement of termination of Services, One shall recover its costs associated with such postponement along with a reasonable late payment fee save for in instances where One is requested to terminate Service.

**34. Can you and/or One transfer this Contract?** You may not transfer or assign this Contract, your account, the Services or the One Equipment without One's prior written consent. One may transfer or assign all or part of this Contract (including any rights in accounts receivable) at any time without notice or consent.

**35. What if parts of this Contract become unenforceable or One does not enforce a right?** If any part of this Contract becomes outdated, prohibited or unenforceable, the remaining terms will continue to apply. Remember that even if One decides not to enforce any part of this Contract for any period of time, the term still remains valid and One can enforce it in the future.

**36. How can the parties notify each other?** Any other notice or communication required to be given or served under this Agreement must be in writing and delivered as follows:

- if from One to you, sent by text, e-mail, mail, message on your invoice or courier service to the address designated by you on your order form, as may be updated from time to time, or made available to you on our website at [www.onecomm.bm](http://www.onecomm.bm).
- if from you to One, sent by mail or courier service or by email to [info@onecomm.bm](mailto:info@onecomm.bm).

**37. How can I remove my contact information from One's marketing contact list and/or stop One from calling me or sending text messages for marketing purposes?** You can request removal from One's marketing contact list for phone calls, text messages and emails by emailing [info@onecomm.bm](mailto:info@onecomm.bm). If you are contacted by telephone by One for marketing purposes you can request to have your telephone number placed on a do-not-call register for marketing purposes.