



NEXTONE WIRELESS DEVICE SUPPLEMENTAL AGREEMENT

This NEXTONE WIRELESS DEVICE SUPPLEMENTAL AGREEMENT (the "Supplemental Agreement"), dated _____ is made between _____ (the "Subscriber"), and 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 agrees to make a wireless device (the "Device") available to the Subscriber at a portion of the retail price if the Subscriber enrolls in One's monthly service plan for the provision of cellular radio telecommunications service (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 NextOne Device Balance (the "NextOne Balance"). The NextOne Balance decreases each month over the Commitment Period until it reaches \$0.

CELL PHONE NUMBER: _____ ALTERNATE NUMBER: _____

RETAIL PRICE: \$ _____

PORTION OF RETAIL PRICE PAID: \$ _____

INITIAL NEXTONE BALANCE: \$ _____

DEVICE SERIAL NUMBER: _____

COMMITMENT PERIOD/ EXPIRY DATE: _____ / _____

MINIMUM SERVICE SMARTPHONE 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:

- SUPPLEMENTAL TO THE SUBSCRIBER AGREEMENT.** 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.
- HOW THE NEXTONE WIRELESS DEVICE SUPPLEMENTAL AGREEMENT WORKS**
Subscribers purchasing a new Device from One can keep a NextOne Balance. If a Subscriber keeps a NextOne Balance, the Subscriber pays One 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 NextOne Balance. The amount a Subscriber can put on the Subscriber's NextOne Balance may vary depending on the plan selected and the Device chosen. If a Subscriber changes to a plan with a lower NextOne Balance the Subscriber must pay the difference between the Subscriber's NextOne Balance and the NextOne Balance for the new plan. 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 NextOne Balance. The retail price, the portion of the price paid for the Device and the initial NextOne Balance are set out in this Supplemental Agreement. The NextOne Balance will decrease each month during the Commitment Period by an amount equal to the initial NextOne Balance divided by the number of months in the Commitment Period. At the end of the Commitment Period the NextOne Balance will reach \$0 and the Subscriber will own the Device. A Subscriber can pay the NextOne Balance in full at any time during the Commitment Period. The NextOne Balance can only be used by the Subscriber and only one NextOne Balance can be established for each Device a Subscriber activates with One.
- 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 NextOne Balance will reach \$0 and the Subscriber shall have no further obligation in respect of the NextOne Balance.
- EARLY WITHDRAWAL.** In the event the Subscriber elects to withdraw from the Services 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 NextOne 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 NextOne Balance at the rate specified in the Terms of Service. If the outstanding NextOne Balance is paid to One, the Subscriber can keep the Device.
- 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 at a portion of the retail price but to do so the Subscriber must at the time of purchasing the new Device repay the outstanding NextOne Balance. A new Commitment Period will commence when the Subscriber purchases a new Device and signs a new Supplemental Agreement.
- LOSS OR DAMAGE TO DEVICE.** The Subscriber acknowledges that loss 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 NextOne Balance on a lost or damaged Device. Replacement Devices purchased from One will be sold at the retail price unless the Subscriber signs a new Wireless Device Supplemental Agreement.
- 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 NextOne Balance, the NextOne Balance will continue to decrease each month by an amount equal to the initial NextOne Balance divided by the number of months in the Commitment Period. The Subscriber will not be required to pay the outstanding NextOne Balance except as otherwise described in this Supplemental Agreement.

NOTICE IMPORTANT INFORMATION IN RESPECT OF YOUR NEW WIRELESS DEVICE

WARRANTY

Your new wireless device has a 90 day warranty. Should a manufacturer's defect materialize in the product during the 90 day warranty period, One will exchange it with another wireless device of the same, or a similar, make and model (subject to availability). Please keep the original contents and packaging that came with the product (i.e. box, instruction manual, charger, etc.). One shall not be responsible for loss of the wireless device or for repair charges incurred outside the warranty period or for any defects incurred during the 90 day period that are not covered under the warranty. One agrees to replace any wireless accessory that becomes defective within 30 days of purchase (subject to availability). One is not responsible for batteries or devices that are damaged as a result of failure to observe the correct charging procedure.

NOT COVERED UNDER THE WARRANTY

This warranty does not cover all defects or damage. In particular, this warranty does not cover the following:

- Damage resulting from improper use, accident or neglect.
- Damage from improper testing and/or operation, unauthorized maintenance and/or installation, adjustment, disassembling, or any alteration or modification of any kind. NOTE: face plate changes void the warranty.
- Defects or damage occurring to devices whose serial numbers have been removed or made illegible.
- Damage caused by food or liquid.
- Damage (including scratching to plastic or metallic surfaces, and all other externally exposed parts) caused as the result of normal wear and tear.

(Subscriber Signature)

(Subscriber Print Name)

One Account Number