

LOYALTY DISCOUNT SUPPLEMENTAL AGREEMENT

This LOYALTY DISCOUNT SUPPLEMENTAL AGREEMENT (the "Supplemental Agreement") dated_ is made between the Subscriber named below, and Logic Communications Ltd. and/or Bermuda Digital Communications Ltd. (each doing business under the trade names "One Communications" and "One") (hereafter referred to as "One") of 30 Victoria Street, Hamilton HM12, Bermuda. One agrees to make the services (Wireless, FibreWire Home Bundle services or such other services, as determined by One from time to time), (the "Services") available to the Subscriber at a discount to the retail price of the monthly service if the Subscriber (i) enrolls in One's minimum monthly service plan for the provision of the Services for a fixed period (the "Fixed Service Period") and (ii) agrees to pay for Services on a monthly basis during the Fixed Service Period. SUBSCRIBER NAME: ______ EMAIL: CELL PHONE NUMBER: ALTERNATE NUMBER: ____ ADDRESS: ___ ONE ACCOUNT NUMBER: ___ RETAIL PRICE OF MONTHLY SERVICE: LOYALTY DISCOUNT PRICE OF MONTHLY SERVICE: FIXED SERVICE PERIOD / EXPIRY DATE: 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.

(Subscriber Print Name)

Date

(Subscriber Signature)



IT IS HEREBY AGREED AS FOLLOWS:

- 1. **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.
- 2. **HOW THE LOYALTY DISCOUNT SUPPLEMENTAL AGREEMENT WORKS.** Subscribers enrolling in One's minimum monthly service plan for a Fixed Service Period can receive a discount on the retail price of One's monthly service plans. If a Subscriber changes to a monthly service plan which does not meet the minimum monthly service plan requirement for a discount, the Subscriber must pay the retail monthly service price to One at the time the service plan is changed, and the Early Termination Fee as defined below.
- 3. **EXPIRY OF SUPPLEMENTAL AGREEMENT.** This Supplemental Agreement shall be effective as of the date stated below and shall remain in effect during the Fixed Service Period, after which it shall expire. After expiry at the end of the Fixed Service Period, the Subscriber will be charged the retail monthly service plan price for the service plan unless the Subscriber chooses to sign a new agreement for a Fixed Service Period with a discount if currently on offer from One.
- 4. **EARLY TERMINATION LIABILITY.** In the event the Subscriber elects to withdraw from a Service at any time during the Fixed Service Period or the Subscriber's account is terminated by One in accordance with the One Terms of Service, the Subscriber must pay \$20 multiplied by the number of months remaining in the Fixed Service Period at the time of termination and all amounts chargeable on the account up to the time the service is cancelled (the "Early Termination Fee"). For example, if the Subscriber terminates the Service with 12 months remaining in the Fixed Service Period the Subscriber's Early Termination Fee will be 12 x \$20 = \$240. If the Subscriber fails to pay the Early Termination Fee by the date specified, One has the right to charge interest on the outstanding balance at the rate specified in the One Terms of Service.
- 5. **DEVICE SUPPLEMENTAL AGREEMENT.** In the event the Subscriber elects to withdraw from this Supplemental Agreement and the Subscriber has signed a separate device supplemental agreement, this LOYALTY Supplemental Agreement will terminate without early termination liability and the Subscriber will be charged the retail monthly service plan price under the device supplemental agreement. In the event the Subscriber elects to withdraw from a device supplemental agreement and the Subscriber elects to sign a LOYALTY discount Supplemental Agreement, the remaining balance on the device supplemental agreement must first be paid in full. Subscribers can elect either the LOYALTY discount supplemental agreement or the device supplemental agreement but not both. All amounts chargeable on the account prior to signing a new supplemental agreement must be paid.
- 6. **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.
- 7. **CANCELLATION OF OFFER.** If One cancels or modifies this offer during a Fixed Service Period, the Subscriber will continue to be charged the discount monthly service plan price for the remainder of the Fixed Service Period. At the end of the Fixed Service Period, the Subscriber will be charged the retail monthly service plan price for the service plan.