

Wireless Prepaid Services Offering

Last Name _____ First Name _____ Middle Initial _____ Date of Birth _____

Email _____ Home Phone _____ Work Phone _____

Occupation/Place of Employment (if self employed indicate name and type of business) _____

Type of Government Identification (Passport, Driver's License, Voters Card or Residency Card) ID# National Insurance Number _____

Mail/Billing Address: P.O. Box _____ Island/City _____ Country _____

Address (street address including house, building, lot, block, pole and or apartment number) _____

BUSINESS APPLICANTS ONLY

Business Name _____ Phone Number _____ Fax Number _____

Contact Person _____ Contact Number _____ Email _____

Annual Business Turnover: less or equal than 250,000 BSD more than \$250,000 BSD

SERVICE INFORMATION

SIM/ICCID # _____ EXISTING MOBILE # _____ IMEI # _____

SIM REPLACEMENT: IMSI OLD # _____ IMSI NEW # _____

PLANS AND RATES - PLEASE ONLY SELECT ONE PLAN FROM EACH CATEGORY BELOW

DATA	PRICE	DESCRIPTION
<input type="checkbox"/> 1 Day	\$ 3.00	1 Day
<input type="checkbox"/> 7 Days	\$10.00	7 Day
<input type="checkbox"/> 30 Days	\$30.00	30 Days
<input type="checkbox"/> 30 Days	\$15.00	30 Days (Social)
<input type="checkbox"/> 7 Days	\$ 5.00	7 Days (Social)

CHARGES		
<input type="checkbox"/> SMS	.05 Message	FREE
<input type="checkbox"/> iText	.15 Message	FREE
<input type="checkbox"/> MMS	.20 Message	FREE

PRICES FOR GSM PREPAID		
<input type="checkbox"/> Peak 7:00am - 7:00pm	.33 Minutes	
<input type="checkbox"/> iText	.15 Minutes	
<input type="checkbox"/> MMS	.20 Minutes	

CALLING FEATURES	
<input type="checkbox"/> Call Waiting	FREE
<input type="checkbox"/> Three Way Calling	FREE
<input type="checkbox"/> Caller ID	FREE
<input type="checkbox"/> Voicemail	FREE
<input type="checkbox"/> Call Forwarding	\$ 2.00
<input type="checkbox"/> Call Blocking	\$ 3.00

BLACKBERRY DATA	
<input type="checkbox"/> 7 Days	\$10.00
<input type="checkbox"/> 30 Days	\$30.00

CHARGES AND FEES

Total Monthly Charges _____

First Month Charges _____ Deposit _____

Subtotal 1 _____ Activation Fees _____

Surcharges _____ Other Fees _____

Total _____ Total _____

COMMENCEMENT AND TERMS

Service Commencement Date _____

Monthly Bill Cycle Date _____

CONSENT AND SIGNATURES

I acknowledge and agree that I am the person named and identified on this application form. I have read the terms and conditions of the Customer Acceptance Agreement and agree to be bound and to abide by them. I acknowledge that I have been given the opportunity to review all of the Policies and Procedures either by hard copy or online at www.btcbahamas.com/Policies_Procedures_and_Complaints. Together this application form, BTC's Policies and Procedures and the Customer Acceptance Agreement shall be referred to herein as the Agreement.

I certify the above information to be true and correct. I agree to advise BTC in writing of any changes to the foregoing.

I understand and consent to receive electronic communications from BTC via email or by notices on www.btcbahamas.com. I understand and agreed that all agreements, notices, disclosures and other communications that BTC will provide to me electronically satisfy any legal requirements that such communications be in writing. I agree that BTC has notified me that I may withdraw my consent at any time.

I agree that BTC has the right to terminate this Agreement in the event any of the information provided by me herein is false or incorrect. This application is not effective until accepted by BTC or BTC provides services, whichever comes first.

(PLEASE SIGN IN FRONT OF A BTC REPRESENTATIVE)

Date _____

Customer or Authorized Representative _____

BTC and/or Authorized Representative _____

Joint Account Holder (where applicable) _____

FOR OFFICIAL USE ONLY

Type of Service New Reactivation Ownership Change
 (Previous Name) _____

Credit Rated By (if required) _____

Approved By (Wireless Spvsr./Mgr.) _____

Waivers-Reason _____

Witness _____

Amount _____

Account Number _____

Order Number _____

Approved By & Date _____

Customer Wireless Prepaid 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 mobile voice and data services, (“the Service Offering”) including but not limited to post-paid, pre-paid and roaming services on Our mobile networks. This Agreement, the Service and the use of Your receiving Equipment (“the Device”) are subject further to applicable fees and terms and conditions, including but not limited to Our Acceptable Usage Policy. Your use of the Service will constitute Your Agreement to be bound by these Terms and Conditions.

By signing this form and/or activating BTC’s service, You agree that each set of commercial terms between You and Us will include: (a) this Agreement; (b) the Service Offering ; (c) Fee Schedule and Technical Specifications, which includes specific terms about Your service; (d) Our General Terms and Conditions; (d) Our Acceptable Usage Policy and (e) Our Privacy Policy.

Copies of documents (b), (c), (d) and (e) can be obtained online at www.btcbahamas.com/Policies_Procedures_and_Complaints or such other URL as may be provided by Us, in BTC’s offices and retail stores at a reasonable fee, or by calling Customer Care. Where there is a conflict between these documents this Agreement, the Service Offering, the General Terms and Conditions, and the Acceptable Usage Policy will prevail.

In instances where the terms and conditions of selected smartphones, which We may offer i.e., the iPhone, conflict with or are not addressed in this Agreement, or Our other policies and procedures, the terms and conditions of the iPhone agreement shall take precedence.

1. OUR DEVICE: Your Device must be compatible with Our 850/1900MHz GSM network. You may buy Your Device through Us or from another vendor; however, wireless phones locked by other carriers will not be activated on Our network

2. APPLICATION REQUIREMENTS:

2.1 Bahamians Citizens: Valid government photo identification i.e.: a valid Passport and/or Driver’s Licence and, National Insurance card. In addition We may, in our sole discretion accept one or more of another government issued photo identification such as a Voter’s Card.

2.2 Non-Bahamian Residents: Valid Passport and/or Driver’s Licence. We may, in our sole discretion accept one or more of another government issued photo identification such as a Residency Card.

2.3 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 and/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.

2.4 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.

3. SERVICE COMMENCEMENT DATE: You understand and agree that the Service commences on the date that the services are available for operation.

4. AIRTIME CHARGES: Airtime charges begin when the call connects, including calls answered by machines. Airtime and other measured usage are billed in full minute increments and actual airtime and usage is rounded up to the next full increment at the end of each call. Unused included minutes do not roll over to the next billing period and are forfeited. Local airtime discounts do not apply to roaming calls. All airtime charges are subject to change without notice.

5. CALLING FEATURES: All Mobile PrePaid Packages include: (Caller ID, Call Waiting, Multiparty Calling and Voicemail) free of charge.

6. DATA USAGE: Usage and monthly fees will be charged as specified in Your data plan. Data transport is billed in full giga-byte increments at the end of each data session for billing purposes. Data sent and received includes, but is not limited to, downloads, emails and software updates. Prices and use apply to GPRS/EDGE/HSPA/HSPA+. Usage of data outside of The Bahamas is subject to roaming charges. Any data transmitted outside of Your data package is billed by the kilobyte. Reported data may be higher than expected due to network overhead, software update requests, and resend requests that may be caused by network errors.

7. ELECTRONIC COMMUNICATIONS: You consent to receive communications from Us electronically. We may communicate with You by email or by posting notices on www.btcbahamas.com. You understand Your right to withdraw consent to receive electronic communications by notifying Us by telephone, in person at any of Our Retail Stores or in writing to request a paper copy of this Agreement. 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.

8. BLACKBERRY PLANS:

8.1 BlackBerry plans may only be used with certified RIM BlackBerry devices for the following purposes: Private Internet browsing, private email and intranet usage. Commercial use of the BlackBerry plans is strictly prohibited without Our express written consent.

8.2 BlackBerry Internet Service (BIS): BIS is for individual access to up to 10 Internet email accounts including AOL, Yahoo, and POP/MAP4 Internet Service Providers. Unlimited BlackBerry Plans do not include data transmitted or received outside of The Bahamas.

8.3 BlackBerry Enterprise Service (BES): May be used for corporate access (behind firewall) to Microsoft Exchange, Lotus Domino and Novell Group Wise email personal information management. BES includes, BlackBerry Internet Service (BIS) for individual access to up to 10 Internet email accounts including AOL, Yahoo and POP4/MAP4 Internet Service Providers. Unlimited BlackBerry Plans do not include usage of any data transmitted or received outside of The Bahamas.

9. TEXT (SMS, Picture Video Message) (MMS): Messages are limited to 160 characters per message. Standard message rates are charged when a message is sent or received, whether read or unread, viewed or unviewed, solicited or unsolicited. You are charged for each part of messages that is delivered to You in multiple parts. You will be provided with a SMS pay per use package upon application of post paid service and will be charged for each SMS message sent. Any SMS or MMS message sent outside of The Bahamas is subject to international SMS/MMS rates. You acknowledge and agree that some elements of (MMS) may not be accessible, viewable or heard due to limitations on certain wireless devices. When a single message is sent to multiple recipients, the sender is charged for one message for each participant. There is no guarantee that messages will be received, and, We are not responsible for lost or misdirected messages. We reserve the right to change the picture/video message size at any time without notification.

10. DATA SERVICES:

10.1 Service Availability and Access/Coverage: We do not guarantee availability of the Service. Data services are not available with all Our Devices. Services may be subject to certain equipment and compatibility/limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Aspects of the Service (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside coverage area, access will be limited to information and applications previously downloaded to, or resident on, Your Device. Coverage areas vary between Our 4G and GPRS/EDGE network technology. Actual download speeds depend upon device characteristics, applications and other factors. Performance may be impacted by transmission limitations, terrain, in-building/in-vehicle use, capacity constraints, and the type of network technology used in specific locations to provide service (including 4G or GPRS/EDGE technology). Availability of downloadable or streaming content is subject to change, including but not limited to television channels and radio stations.

10.2 Where applicable, You understand that Wireless access to corporate/employee email may require additional server or server access, Licences or additional requirements which incur additional charges.

10.3 Information/Content/Applications: Our Services and Your Device may allow You to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials (“Data Content”) or send Data Content elsewhere. Some Data Content is available from Us or Our vendors, while other Data Content can be accessed from others (third party websites, games, ringtones, etc.). We make absolutely no guarantees about the Data Content You access on Your phone. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent or objectionable. You are solely responsible for evaluating the Data Content accessed by You or anyone on Your account. We strongly recommend You monitor data usage by children/ minors. Data Content from third parties may also harm Your Device or its software. To protect Our network, Services, or for other reasons, We may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.), impose separate charges, limit throughput or the amount of data You can transfer, or otherwise limit or terminate Services. If We provide You storage for Data Content You have purchased, We may delete the Data Content with notice or place restrictions/limits on the use of storage areas. You may not be able to make or receive voice calls while using data Services. Data Content provided by Our vendors or third parties is subject to cancellation or termination at any time without notice to You and You may not receive a refund for any unused portion of the Data Content.

10.4 Where applicable, certain information, applications, or other content is provided by independently owned and operated content providers or service providers who are subject to change at any time without notice. Third-party content or service providers may impose additional charges. Policies regarding intellectual property, privacy and other policies or terms of use may differ among Our content or service providers and You are bound by such policies or terms when You visit their respective sites or use their services. It is Your responsibility to read the rules or service agreements of each content provider or service provider. Any information You involuntarily or voluntarily provide to third parties is governed by their policies or terms. The accuracy, appropriateness, content, completeness, timeliness, usefulness, security, safety, merchantability, fitness for a particular purpose, transmission or correct sequencing of any application, information or downloaded data is not guaranteed or warranted by Us or any content provider or other third party. Delays or omissions may occur. We shall not be liable to You for any loss or injury arising out of or caused, in whole or in part, by Your use of any information, application or content, or any information, application, or other content acquired through the Service.

10.5 Prohibited and Permissible Uses: Except as may otherwise be specially permitted or prohibited for select data plans, data sessions may be conducted only for the following purposes: (i) Internet browsing; (ii) email access; (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation); (iv) sending and receiving of pictures and videos clips between individuals; (v) licensed music and content downloads by individuals; and (vi) mobile data streaming applications for individual use. While these are recognized as the more common uses permitted by Your data plan, there are certain uses or applications that cause extreme network capacity issues – they severely interfere with Our network – and are therefore prohibited.

10.6 Examples of prohibited uses include, without limitation, the following: (i) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file sharing applications; (ii) VOIP (Voice Over Internet Protocol) applications; (iii) “auto-responders,” “cancel-bots,” or similar automated or manual routines which generate excessive amounts of net traffic, or which disrupt net user groups or email use by others; (iv) “spam” or unsolicited commercial or bulk email (or activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email); (v) any activity that adversely affects the ability of other people or systems to use either Our wireless services or other parties’ Internet-based resources, including “denial of service” (DoS) attacks against another network host or individual user; (vi) accessing, or attempting to access, without authority, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Our wireless network or another entity’s network or systems; (vii) software or other devices that maintain continuous active Internet connections when a computer’s connection would otherwise be idle, or any “keep alive” functions, unless they adhere to Our data retry requirements, which may be changed from time to time. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services, redirecting television signals for viewing on personal computers, web broadcasting, and/or the operation of servers, telemetry devices and/or supervisory control and data acquisition devices are prohibited. We reserve the right, without notice to anyone, to (i) deny, disconnect, modify and/or terminate the Service of anyone We believe is using the Service in any manner prohibited or whose usage hinders access to Our wireless network, adversely impacts Our wireless network or service levels, including without limitation, after a significant period of inactivity or after sessions of excessive usage and (ii) otherwise protect Our wireless network from harm, compromised capacity or degradation in performance, which may impact legitimate data flows. As a subscriber You may not send solicitations to other wireless subscribers without their consent. You may not use the Service other than for its intended use and as governed by these terms and conditions and applicable law, are for individual, non-commercial use only and are not for resale.

10.7 Your use of the Service is subject to Our General Terms and Conditions and Acceptable Usage Policy, as amended from time to time, which is posted at www.btcbahamas.com/Policies_Procedures_and_Complaints, which is incorporated herein by reference and by which You agree to be bound. We may, at Our discretion, and by using the Service You acknowledge and agree that We may, monitor Your use of the Service and Your traffic, at any time, for compliance with Our terms, conditions or usage policies (or any related purposes)

11. ROAMING: Roaming charges for mobile voice or mobile data may be charged when receiving, making calls or utilizing data services, outside of Your home network. Roaming rates are subject to change without notice. Display on Your device will not indicate whether You will incur roaming charges. Use of services when roaming is dependent upon the roaming carrier’s support of applicable network technology and functionality. You are responsible for paying Your roaming charges. Many devices including BlackBerry transmit and receive data messages without user intervention and can generate unexpected charges when taken out of The Bahamas.

12. PASSWORD, SECRET/CHALLENGE QUESTION AND AUTHORISED EMAIL ADDRESS:

12.1 We will request a response to a secret/challenge question and an email address from you at the time of activation. In an effort to assist Us in complying with the provisions of the Data Protection (Privacy of Personal Information) Act 2003, and the Electronic Communications and Transactions Act 2003, please make every effort to secure answer to the secret/challenge question, as transactions processed using the secret/challenge questions are Your sole responsibility as the account holder.

12.2 Your secret/challenge may be used to process the following modification requests via telephone: address change, customer requested suspension and reconnection, and feature requests and any others We decide from time to time. If the correct response to the challenge question is not received, the service change request cannot be completed by telephone. You must provide a signed written request or visit Our Customer Care Department to complete the transaction. Similarly You agree that We may receive the following modification requests via the email address provided on the application: including feature changes, address change, customer requested suspension and reconnection, feature requests.

13. COMPLAINTS: You agree to communicate Your service complaints in accordance with BTC’s Code of Practice for Handling Consumer Complaints which is posted at www.btcbahamas.com/Policies_Procedures_and_Complaints.

14. SERVICE TERMINATION:

14.1 Termination: After ninety (90) days or 3 months of inactivity, Your service will be suspended. If Your account is still available after suspension you may recharge it at any of Our Retail Stores. If the account is unavailable, You will have to purchase a new Prepaid Service.

14.2 Features and Value Added Services: You may order additional features or value added services to Your Wireless Service. 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 BTC Equipment or Devices. You are responsible to have the right BTC 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.

15. STOLEN SIM CARD/HANDSET: If Your SIM (Subscriber Identity Module) is stolen, You must notify BTC immediately and provide us with such documentation and information as We request. You will remain responsible for all changes made to Your account until You notify us. Please note Our handset’s International Mobile Equipment Identity (IMEI) for identification purposes). The IMEI is to be found under the device’s “Options” menu, under the sub-menu “Status”.

16. AVAILABILITY /INTERRUPTION: We may opt to block calls to certain categories of numbers (e.g. 900 and certain international destinations) if, in Our sole discretion, We are experiencing excessive billing, collection or fraud problems with calls to those numbers. We will not be liable for loss of use, time convenience, profits or savings due to system malfunctions. We may, with advanced notice, limit, suspend, interrupt or end Your service for this or any other good cause. Where possible We will notify You of any unplanned interruptions.

17. WARRANTY:

17.1 Devices and Subscriber Identity Module (SIM) cards purchased from Us are warranted against defects in material and workmanship under normal use and for six (6) months on labour and parts from the date of purchase based on the proof of purchase. You must retain and provide valid proof of purchase if requesting warranty coverage. Warranty does not cover wear and tear on covers and housing holsters, equipment abuse, misuse or liquid damage. Unauthorized disassembly of the Device or repairs of any kind (including changing of antenna, face plate or addition of screen holograms) by anyone other than Our authorized service centre will void the warranty. We may replace or repair the Device at Our discretion. Replacement or repair of the Device does not extend its warranty.

17.2 Save and except for any written warranty that may be provided by Us as outlined herein, and to the extent provided by law, Services and Devices are provided on an “as is” basis and “with all faults” basis and without warranties of any kind.

18. INDEMNIFICATION BY CUSTOMER: You agree to use the Device and/or plan for legal purposes and to use the Device and the Service 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.

19. 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.

20. NOTICE: Notice to You may be posted on Our website, published in any newspaper circulated in The Bahamas, dispatched to Your billing address, sent by SMS message to Your Device or such other means by which We may reasonably notify You as may be available to Us from time to time.

21. CHANGE:

21.1 We have the right to modify this Agreement (by changing any of the terms hereof or by introducing new terms) by giving You one (1) month’s notice. Notice of any such modification shall be given to You via any of the means listed in Clause 20 above. If You continue to use the Service after such Notice, then You will be deemed to have accepted such modification.

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

21.3 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 BTC is not Your distributor, dealer or agent.

21.4 Assignment: You will not assign or transfer this agreement to any third party, without prior notice from BTC and prior the written consent of BTC.

21.5 Third Party Rights: You acknowledge 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.

22. MISCELLANEOUS: We regard the lawful and correct treatment of personal data as very important. Although every effort is made to keep data current, please make contact with Our relevant departments to check the accuracy of Your personal information where this important to You. We do not accept responsibility for any loss which results in reliance upon the contents of the personal information received. You agree that it is Your responsibility to keep Your information current and to promptly inform Us of any changes.