

Date.

3.2 This Class Licence shall continue in force in respect of each Class Licensee until the earlier of the following events:

- (a) the Class Licensee requests that it be removed from the Authorizations Register;
- (b) there is a change of control of the Class Licensee;
- (c) the Class Licensee is suspended or removed from the Authorizations Register by the Authority; or
- (d) the Class Licence is modified or revoked by the Authority.

4 SCOPE OF THE CLASS LICENCE

The Authority grants to the Class Licensee a right to provide any Licensed Service for which the Class Licensee has been entered on the Authorizations Register.

5 UNDERTAKINGS OF THE CLASS LICENSEE

5.1 Subject to all other applicable laws and regulations, the Class Licensee undertakes to comply with the Conditions of this Class Licence and the Applicable Regulatory Framework.

5.2 The Class Licensee shall pay to the Authority such Regulatory Authority Fees and Government Authorization Fees as may be prescribed pursuant to Section 11 of the ECA, Sections 44 and 52 of the RAA and the Government Fees Act 1965.

5.3 The Class Licensee shall advise the Authority of any changes in the information provided by the Class Licensee to the Authority as part of its registration to become a Class Licensee.

5.4 The Class Licensee shall make such annual reports, certifications or other filings as the Authority may require.

5.5 The Class Licensee shall indemnify the Regulatory Authority against all actions, claims and demands which may be brought or made by any Person in respect of any injury or death of any Person or damage to any property arising from any act of the Class Licensee permitted or authorized by this Class Licence.

6 RESTRICTIONS

6.1 The provision of Licensed Services by a Person who holds an Individual COL, including an ICOL, shall be governed exclusively by this Class Licence, provided, however, that nothing in this Class Licence shall be deemed to waive, modify or otherwise limit, either directly or indirectly, any Ex Ante Remedies imposed on an ICOL holder that is also a Class Licensee under this Class Licence.

6.2 Nothing in this Class Licence shall be deemed to:

- (a) relieve the Class Licensee of any legal requirement to obtain any licences or permits that are necessary to establish, construct or operate Electronic Communications Networks, provide Electronic Communications Services or exercise the Class Licensee's rights or discharge its obligations under the Class Licence, including obtaining any licences or permits required by the ECA for the use of Radio Spectrum, Radio Stations or Radio Apparatus;
- (b) grant the Class Licensee any authorization to self-provision Electronic Communications other than within such Person's premises or Campus; or
- (c) entitle the Class Licensee to obtain Wholesale services, the rates, terms and conditions of which are the subject of Ex Ante Remedies imposed pursuant to Sections 23 and 24 of the ECA, from an ICOL holder.

6.3 For purposes of this Class Licence, a Person's principal line of business will be deemed to include the provision of Electronic Communications if such Person holds an Individual COL or is providing Electronic Communications, the provision of which requires an Individual COL.

7 CONSUMER PROTECTION

7.1 The Class Licensee shall, in offering to provide, or providing, the Licensed Services, publish clear, transparent and up-to-date information regarding its rates, terms and conditions.

7.2 If the Class Licensee intends to modify the terms and conditions of a contract with a Subscriber, the Class Licensee shall:

- (a) provide the Subscriber with at least one month's notice of its intention detailing the proposed modification; and
- (b) inform the Subscriber of the ability to terminate the contract without penalty if the proposed modification is materially adverse to the Subscriber;

provided, however, that Condition 7.2(a) shall not apply to proposed modifications that reduce the prices of the Licensed Services.

7.3 Subject to any General Determinations, including codes of practice, that the Authority may adopt pursuant to Section 26 of the ECA, the Class Licensee shall establish, publish and thereafter maintain fair and reasonable procedures for the handling of complaints made by End-Users in relation to the provision of the Licensed Services.

7.4 When the Class Licensee's End-User has not paid the Class Licensee all or part of a bill for the Licensed Services provided by the Class Licensee, any measures taken by the Class Licensee to effect payment or disconnection shall:

- (a) be proportionate and not unduly discriminatory;
- (b) give prior warning to the End-User of any consequent service interruption or disconnection; and
- (c) except in cases of fraud, persistent late payment or non-payment, confine any service interruption to the Licensed Service concerned, as far as technically feasible.

7.5 The Class Licensee shall publish the details of measures it may take against End-Users to effect payment or disconnection in accordance with Condition 7.4 above by:

- (a) placing such information on any relevant website operated or controlled by the Class Licensee; and
- (b) sending a copy of such information or any appropriate parts of it to any End-User who may request such a copy.

7.6 The Class Licensee shall not render any bill to an End-User in respect of the provision of any Licensed Services unless every amount stated in that bill accurately reflects the true extent of any such service actually provided to the End-User.

7.7 The Class Licensee shall use reasonable endeavours to provide the Licensed Services to a standard that could be reasonably expected by End-Users, having regard to the nature of the services and any advertising or sales information provided by the Class Licensee.

7.8 The Class Licensee:

- (a) may only charge an End-User for the specific Licensed Services that the End-User has ordered, and an End-User shall have no liability to pay for any Licensed Service that it has not ordered;
- (b) shall permit an End-User, on request, to review its expenditures relating to the Licensed Services provided by the Class Licensee;
- (c) shall not make or cause to be made any claim or suggestion regarding the availability, price or quality of its Licensed Services or those of another Class Licensee if the Class Licensee knows or reasonably ought to know that the statement or claim is false or misleading; and
- (d) shall draft all standard terms and conditions and codes of practice in plain English, provide copies on request and free of charge to any End-User who requests them, and make them prominently available on the Class Licensee's website.

8 CONFIDENTIALITY OF PERSONAL DATA

8.1 Subject to Condition 8.2 and Section 31 of the ECA, the Class Licensee:

- (a) may not without an End-User's informed consent collect, use, maintain or disclose Personal Data about an End-User for any purpose; and
- (b) shall apply appropriate security safeguards to prevent the collection, use, maintenance or disclosure of such Personal Data.

8.2 The Class Licensee shall comply with any General Determinations made by the Authority requiring the Class Licensee to retain, or prohibiting the Licensee from retaining, specified Personal Data relating to End-Users, including information about billing, beyond a specified period.

8.3 The Class Licensee shall take reasonable steps to ensure that any Personal Data it discloses or retains concerning an End-User is accurate and complete for its intended use.

8.4 The Class Licensee shall permit an End-User to inspect its records regarding a Licensed Service provided to that End-User and to require correction or removal of information that is shown to be incorrect.

8.5 The Class Licensee shall disclose to End-Users, in a clear and transparent manner, the purpose for requesting or collecting any information about the End-User and may not use or maintain information about the End-User for undisclosed purposes.

9 PRIVACY OF COMMUNICATIONS

9.1 The Class Licensee shall take all reasonable steps to ensure the privacy of all Telecommunications.

9.2 Except as otherwise provided in the ECA or any other applicable enactment, the Class Licensee may not intercept, or wilfully divulge the content of, any Telecommunications.

10 AUDIT, INFORMATION AND INSPECTION

The Class Licensee shall:

- (a) permit the Authority or Persons designated by the Authority to examine, investigate or audit, or procure such assistance as the Authority may require to conduct an examination, investigation or audit of, any aspect of the Class Licensee's business;
- (b) provide the Authority with such information, documents, accounts, returns, estimates, reports or other information as may be requested by the Authority in the manner and at the times specified by the Authority. The Authority may use this information for purposes of compiling statistics and publishing periodical reviews of the Electronic Communications Sector, and as required or permitted by the ECA or other laws or legal process; and
- (c) permit the Authority or Persons designated by the Authority to enter upon the Class Licensee's premises, and shall facilitate access by them to premises used by the Class Licensee, to conduct an inspection, examination, investigation or audit of the Class Licensee.

11 BREACH OF THE CLASS LICENCE

If the Authority has reason to believe that any Class Licensee has failed to comply with any Condition, the Authority may take all such action as is permitted by the RAA and ECA against the Class Licensee.

12 MODIFICATION AND REVOCATION

The Authority may modify or revoke this Class Licence or the Conditions applicable to any Licensed Service following a Public Consultation conducted pursuant to the Authority's Administrative Rules.

13 FORCE MAJEURE

The Class Licensee shall be relieved of its obligations under this Class Licence if and for as long as the Class Licensee is prevented from complying with the Class Licence by acts of God, war, warlike operations, civil commotion, major strikes or any other significant or protracted industrial action, fire, tempest or any other causes beyond the Class Licensee's control.

14 CHANGE OF CONTROL

This Class Licence shall automatically terminate upon any change of control of the Class Licensee, without prejudice to the ability of the Class Licensee to submit a new registration application to the Authority, prior to or after the change in control, that reflects the change of control.

15 ASSIGNMENT

The Class Licensee shall not sub-license, assign or grant any right, interest or entitlement in the Class Licence to any Person, including an Affiliate of the Class Licensee.

16 NOTICES

16.1 Unless the Authority determines otherwise, notices to the Class Licensee under the Class Licence shall be in writing and sent by registered letter to the address provided by the Class Licensee and shown on the Authorizations Register.

16.2 Unless the Authority determines otherwise, notices to the Authority under the Class Licence shall be in writing and sent by registered letter to the Chief Executive of the Authority at the business address of the Authority.

ANNEX A -- CLOSED USER GROUPS

1. LICENSED SERVICES

1.1 The provision of Electronic Communications Services by a closed user group by means of an Electronic Communications Network operated by one or more members of the closed user group on behalf of the closed user group for the exclusive use of the members of the closed user group.

1.2 A closed user group is a group of Persons who share a common business, economic or social interest or affinity, other than the need to communicate with one another or the provision of Electronic Communications. All members of the closed user group shall be deemed the Class Licensee.

2. SPECIAL CONDITIONS

2.1 The Class Licensee may not be engaged in the provision of Electronic Communications as its principal line of business.

2.2 The Class Licensee may not transmit third-party communications using the closed user group network.

2.3 The Class Licensee may not operate the closed user group network for the commercial gain of one or more members of the closed user group.

ANNEX B -- ELECTRONIC COMMUNICATIONS SERVICES PROVIDED BY HOTELS, HOSPITALS, PRISONS, SCHOOLS AND SIMILARLY SITUATED PERSONS

1. LICENSED SERVICES

The provision of Electronic Communications Services by Hotels, hospitals, prisons, schools, and similarly situated Persons to, respectively, their guests, patients, prisoners, students and other End-Users with whom the Class Licensee has an economic or other relationship unrelated to the provision of Electronic Communications Services.

2. SPECIAL CONDITIONS

2.1 The Class Licensee may not be engaged in the provision of Electronic Communications as its principal line of business.

2.2 The Class Licensee shall conspicuously post on or near each telephone, data access point or television the charges, including surcharges, that will be incurred for domestic and international calls, operator-assisted calls, access to toll free numbers, Internet Access Service, and Subscription Audiovisual Services.

2.3 The Class Licensee may not knowingly charge for unanswered calls.

2.4 The Class Licensee shall immediately connect all calls to emergency services without charge.

ANNEX C -- PAY TELEPHONE SERVICES

1. LICENSED SERVICES

The provision of Electronic Communications Services, limited to domestic and international voice, data or teletext calls, from stationary pay telephones. Payment can be made either with currency, commercial credit cards or calling cards (pre-paid or otherwise) issued by the Class Licensee.

2. SPECIAL CONDITIONS

2.1 The Class Licence may operate stationary pay telephones only in private locations, e.g., a retail establishment or guest house.

2.2 The Class Licensee shall conspicuously post on or near each pay telephone and data access point:

(a) the charges, including surcharges, that will be incurred by End-Users for domestic and international calls, operator-assisted calls, and access to toll-free numbers; and

(b) the name, business address, email address and toll-free number of the Class Licensee.

2.3 The Class Licensee may not knowingly charge for unanswered calls.

2.4 The Class Licensee shall immediately connect all calls to emergency services without charge.

2.5 Notwithstanding the provisions of Conditions 3, 4 and 5 of this Licence, a Person that operates a single pay telephone shall not be required to register with the Authority and shall be deemed a Class Licensee without regard to whether that Person appears on the Authorizations Register.

ANNEX D -- OPERATOR SERVICES

1. LICENSED SERVICES -- CALLING CARDS

The provision of Electronic Communications Services, limited to the offering of domestic and international voice and teletext calls, through any telephone, either with the assistance of a human operator or on an automated basis. Payment can be made with a calling card (pre-paid or otherwise) issued by the Class Licensee.

1.1 SPECIAL CONDITIONS

(a) The Class Licensee may only be a provider of Electronic Communications Services that holds a licence or other authorization to provide, and, in fact, provides, such services in its home country.

(b) The Class Licensee may provide calling card services only to Subscribers who obtain service from, and are billed by, the Class Licensee in its home country.

(c) The Class Licensee may not hold an Individual Licence in Bermuda.

(d) The Class Licensee shall identify itself to the End-User, verbally for voice calls and otherwise for non-voice calls, at the beginning of each call before the call is connected and billed.

(e) The Class Licensee may not knowingly charge for unanswered calls.

(f) The Class Licensee shall immediately connect calls to emergency services without charge.

2. LICENSED SERVICES -- TELECONFERENCING SERVICES

The provision of Electronic Communications Services, limited to the provision of on-demand and pre-scheduled multi-party conference calls including voice, data and video. Service can be provided either on a subscription basis or by payment with a commercial credit card or a calling card (pre-paid or otherwise) issued by the Class Licensee.

2.1 SPECIAL CONDITIONS

(a) The Class Licensee shall identify itself to the End-User, verbally for voice calls and otherwise for non-voice calls, at the beginning of each call before the call is connected and billed.

(b) The Class Licensee shall provide a mechanism to inform the End-User of the price of each call, including any surcharges, before the call is connected and billed.

(c) The Class Licensee may not knowingly charge for unanswered calls.

(d) The Class Licensee shall immediately connect all calls to emergency services without charge.

ANNEX E -- CYBER CAFES

1. LICENSED SERVICES

The provision of Electronic Communications Services, limited to Internet access and voice telephony, by Cyber cafes, Internet cafes and similarly situated Persons to End-Users from a fixed location.

2. SPECIAL CONDITIONS

The Class Licensee shall conspicuously post on or near each computer, data access point and telephone, or electronically within the initial log-on screen, the charges, including surcharges, that will be incurred for Internet Access Service and, if provided, domestic and international calls, operator-assisted calls, and access to toll free numbers.

Made this 29th day of April 2013

Chairman, Regulatory Authority

BERMUDA

REGULATORY AUTHORITY (MARKET DEFINITION AND SIGNIFICANT MARKET POWER) GENERAL DETERMINATION 2013

BR 47/ 2013

The Regulatory Authority, in exercise of the power conferred by section 62 of the Regulatory Authority Act 2011 read with sections 23 and 74(b) of the Electronic Communications Act 2011, makes the following General Determination:

Citation

1 This General Determination may be cited as the Regulatory Authority (Market Definition and Significant Market Power) General Determination 2013.

Interpretation

2 In this General Determination unless the context otherwise requires all relevant terms shall have the meaning given in the Regulatory Authority Act 2011 and Electronic Communications Act 2011.

General purpose

3 This General Determination—

(a) defines the relevant product and geographic markets that are subject to market review and ex ante regulation in Bermuda; and

(b) designates the entities that are regarded as having significant market power on these markets.

Terms and conditions of the General Determination

4 The Schedule has effect.

SCHEDULE

(paragraph 4)

BERMUDA REGULATORY AUTHORITY

MARKET REVIEW PROCESS -- MARKET DEFINITION AND SIGNIFICANT MARKET POWER DETERMINATION

MATTER: MR01/13

1 This General Determination is made by the Regulatory Authority pursuant to Section 62(1) of the Regulatory Authority Act 2011, and in accordance with Section 74(b) of the Electronic Communications Act 2011, and; defines the Relevant Product and Geographic Markets that are subject to market review and ex ante regulation in Bermuda; and designates the Operators which, following the market review undertaken in accordance with Section 23(4) of the Electronic Communications Act 2011, are regarded as having Significant Market Power on these markets.

1 DEFINITIONS

2 In this General Determination, unless the context otherwise requires:

“Broadband” or “Broadband Services” refers to the provisioning of the bundled package consisting of fixed broadband access and ISP services;

“Broadband Access Services” refers to the legacy service provided by a Class B provider such as BTC which linked an end-user to a provider of internet service provider (ISP) services. The link in question comprised local access, backhaul, and data stream aggregation, terminating at an ISP provider's premises;

“Digital Terrestrial Television (DTT)” refers to the wireless broadcasting of television programmes that have been compressed and digitized for transmission in digital format;