



**UTILITY REGULATION AND COMPETITION OFFICE**

**LICENCE TO WESTTEL LTD**

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**Date: 1 April 2021**



## **LICENCE ISSUED TO**

**WESTTEL LTD**

**under Part III of**

## **THE INFORMATION AND COMMUNICATIONS TECHNOLOGY ACT (2019 REVISION)**

The Utility Regulation and Competition Office, in exercise of the powers conferred on it by Section 23 of the Information and Communications Technology Act (2019 Revision), grants to **WestTel Ltd** a Licence (Renewal) to establish, operate and maintain the Information and Communications Technology Networks and/or provide Information and Communications Technology Services as provided for in this Licence, SUBJECT TO the Conditions, all decisions, orders, regulations, resolutions and rules made by the Utility Regulation and Competition Offices, all applicable Acts and regulations of the Cayman Islands and applicable tariffs.

**GRANTED BY THE Utility Regulation and Competition Office, the Cayman Islands, on this 1<sup>st</sup> day of April 2021.**

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**Executive Director Information  
Utility Regulation and Competition Office**

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## PART I: THE LICENCE

### 1 DEFINITIONS AND INTERPRETATION

- 1.1 A word or expression used in the Licence and the Conditions and also used in the ICT Act and URC Act has the meaning ascribed to that word or expression by the ICT Act and URC Act. In addition, the following expressions shall have the following meanings given to them.

**“9-1-1 Service”** means a call to the Public Safety Communications Centre using the emergency call number “9-1-1”;

**“Affiliate”** in relation to the Licensee, means any holding company of the Licensee, any subsidiary of the Licensee or any subsidiary of any holding company of the Licensee;

**“Annex”** means one or more attachments to this Licence, all of which constitute a part of and are unique to this Licence;

**“Authorised Frequencies and Transmitters”** means those frequency bands of the spectrum and transmitters set forth in **ANNEX 4**;

**“Compliance Plan”** means a plan submitted to the Office in accordance with **Condition 8** and containing the information noted therein;

**“Conditions”** means all the paragraphs of this Licence, including any and all Annexes, as may be amended, revoked or added to in accordance with the Licence;

**“Confidentiality Regulations”** means the *Information and Communications Technology Authority (Confidentiality) Regulations, 2003*;

**“Consent”** means as defined by the *Data Protection Act, 2017* or its equivalent;

**“Control”** means any direct or indirect possession of any power or right that enables a person or group of persons to direct, or cause the general direction of, the management or policies of the Licensee by any means and in any event;

**“Data Protection Acts”** means the Data Protection Act, 2017 of its equivalent;

**“Development Plan”** means a plan submitted to the Office in accordance with **Condition 8** and containing the information noted therein;

**“Dispute Resolution Regulations”** means the *Information and Communications Technology Authority (Dispute Resolution) Regulations, 2003*;

**“Facility”** or **“Facilities”** means any component of an ICT Network;

**“Force Majeure”** means any cause affecting the performance by the Licensee of its obligations arising from acts, events, omissions, occurrences or non-occurrences beyond its reasonable control, including (but without limiting the generality thereof) governmental regulations, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available;

**“ICT Critical National Infrastructure”** means the infrastructure and related systems and services used in connection with the operation of the Licensee's ICT Network which includes towers, masts, switching equipment (including signalling transfer points) and customer database systems (including those used for local number portability, billing and provisioning purposes) necessary to provide the 9-1-1 Service;

**“ICT Act”** means the *Information and Communications Technology Act (2019 Revision)* and any amendments or revisions thereto;

**“Internet Exchange Point”** (“IXP”) shall mean the physical infrastructure in the Cayman Islands through which, Internet Service Providers and other

entities (such as content delivery networks, content providers, enterprises and others as defined by the Office) connect their networks and exchange internet traffic but does not include private exchange through direct bilateral arrangements or communication between autonomous systems.

**“Local IP traffic”** shall mean Internet traffic which originates in the Cayman Islands on a network operated by an ISP and terminates in the Cayman Islands on a network operated by another ISP, irrespective of whether the networks in question are, fixed wireline, fixed wireless or mobile networks.

**“Licence”** means this licence authorising and requiring the Licensee specified herein to establish, operate and maintain the specified Licensed ICT Networks and/or provide the specified Licensed ICT Services, subject to the Conditions;

**“Licence Commencement Date”** means the date specified in **Condition 13**;

**“Licence Fee”** means the fee or fees prescribed by the Office under the provisions of *section 30 of the ICT Act* and payable to the Office by the Licensee;

**“Licensed ICT Network”** means an ICT Network or Facilities specified by the Office in a Notice published in the Gazette in accordance with *section 23(2) of the ICT Act* as requiring a Licence;

**“Licensed ICT Service”** means an ICT Service specified by the Office in a Notice published in the Gazette in accordance with *section 23(2) of the ICT Act* as requiring a Licence;

**“Licensee”** means WestTel Ltd

**“Office”** means the Utility Regulation and Competition Office;

**“Other Licensee”** means any person, other than the Licensee, who has the benefit of a Licence granted under *Part III of the ICT Act*;

**"Public Safety Communications Centre"** means a 24-hour communications facility able to receive all calls directly from the public established by the Department of Public Safety Communications (or its equivalent) as an answering location for 9-1-1 calls originating within the Cayman Islands;

**"Term"** means, pursuant to *section 28(a) of the ICT Act*, the period of time during which this Licence is valid as specified in **ANNEX 1**;

**"Terms of Service"** means the terms and conditions pursuant to which the Licensee shall make all services available to a User;

**"Universal Service"** means any of the categories of service specified by regulation made under *section 61 of the ICT Act*, when promulgated, and as further defined in **ANNEX 3A**;

**"Universal Service Fund"** means the fund which may be established by the Office to compensate Licensees for carrying out the Universal Service Obligations;

**"Universal Service Obligations"** means the obligation to provide universal service as set out in Part II of this Licence and as set forth in **ANNEX 3A**;

**"URC Act"** means *The Utility Regulation and Competition Act (2021)*, or its equivalent; and,

**"User"** means a legal or natural person who uses (which includes listening to content), or may use the networks or services of the Licensee, but is not necessarily a subscriber.

1.2 In the Licence, unless the context indicates a contrary intention:

(a) references to paragraphs and subparagraphs are to paragraphs and subparagraphs of the Conditions, as varied from time to time;



- (b) a document will be incorporated into and form part of the Conditions if it is referred to in the Conditions and reference to such a document is to that document as varied from time to time;
- (c) headings used for Conditions, paragraphs and subparagraphs are for ease of reference only and will not affect the interpretation of the Conditions;
- (d) references to any Act, rule, regulation or other legal instrument includes any modification, re-enactment or legislative provisions substituted for the same;
- (e) use of the word "*includes*" or "*including*" should be construed as being without limitation;
- (f) the masculine gender shall include the feminine and neuter, and the singular shall include the plural, and vice versa, and words importing persons shall include firms or companies; and,
- (g) except in so far as the context otherwise requires, words or expressions shall have the meaning assigned to them in the Licence and otherwise any word or expression shall have the same meaning as it has in the *ICT Act* and *URC Act*, where applicable.

## **2 SCOPE OF THE LICENCE**

- 2.1 In accordance with *section 23 of the ICT Act*, this Licence authorises and requires the Licensee to establish, operate and maintain the Licensed ICT Networks and/or provide the Licensed ICT Services specified in **ANNEX 1** for the Term specified in **ANNEX 1 SUBJECT TO** the Licensee complying with the Conditions of this Licence and all administrative determinations, decisions, determinations, directions, orders, regulations, resolutions and rules made by the Office, and all applicable Acts and regulations of the Cayman Islands. The requirement for the Licensee to establish, operate and maintain the Licensed ICT Networks and/or provide the ICT Services means, at a minimum, that the Licensee will, unless otherwise agreed to by the Office, meet the roll out plan specified in **ANNEX 1A**.

- 2.2 In accordance with *section 23 of the ICT Act*, this Licence authorises the use by the Licensee of the Authorised Frequencies and Transmitters listed in **ANNEX 4** for the Term listed in **ANNEX 1**. Unless otherwise authorised in writing by the Office, the Licensee shall only use the Authorised Frequencies and Transmitters in the location and with the equipment and configuration specified in **ANNEX 4**. In accordance with **ANNEX 2**, the Licensee shall pay an annual fee to the Office for the use of the Authorised Frequencies. The Office retains ownership of the radio frequency spectrum set forth in **ANNEX 4**, and the Licensee agrees that it will abide by any and all radio frequency spectrum reallocation or diminution as required by the Office.
- 2.3 All ICT Services and all ICT Networks subject to licensure under the ICT Act and operated by the Licensee are subject to regulation by the Office. Nothing in this Licence shall be taken to mean or imply any derogation of, or limitation on, the exercise by the Office of all its duties, functions and responsibilities contained in the ICT Act.
- 2.4 The Licensee shall comply with any other requirement in act or practice to obtain any additional consents, permissions, authorisations or licences as may be necessary for the provision of the Licensed ICT Network or Licensed ICT Services and for the exercise of its rights or discharge of its obligations under this Licence and the ICT Act.
- 2.5 The Licensee shall:
- (a) maintain sufficient information systems, located in the Cayman Islands, as are reasonably necessary to enable the Licensee to respond in a timely and accurate manner to the information requirements of the Office, including without limitation information relevant to business conducted between the Licensee and its Affiliates; and,
  - (b) maintain within the Cayman Islands appropriate management systems and management (including an officer of the Licensee) accountable for meeting its obligations under this Licence, such management being properly authorised to so act on behalf and bind the Licensee.

- 2.6 All representations made by the Licensee however arising, including any undertakings given by the Licensee, in the application for an ICT Licence constitute fundamental terms of the Licences granted. Any material deviation from these representations, including the undertakings given by the Licensee, is a fundamental breach of the Licence pursuant to *section 33 (1) (a) of the ICT Act* (or its equivalent) the consequence of which may be the revocation of the Licence.

### **3 LICENCE FEE**

- 3.1 The Licence Fees payable by the Licensee for the establishment, operation and management of the Licensed ICT Networks and/or provision of the Licensed ICT Services specified in this Licence under the provisions of *section 30 of the ICT Act* are as specified in **Annex 2**.
- 3.2 The Licence Fees for each class of Licensee shall be non-discriminatory.
- 3.3 The Licence Fees referred to in **Condition 3.1** shall be payable directly by the Licensee to the Office on or before the payment dates specified in **Annex 2**, and in the case of those due at commencement of the licence, if any, the fees shall be paid prior to commencement of operations by the Licensee of the Licensed ICT Networks and/or provision of the Licensed ICT Services specified in this Licence, and thereafter for the Term(s).
- 3.4 The Office may delegate the collection of any or all Licence Fees due in accordance with the provision of **Condition 3.1** to an administrative unit of the Cayman Islands Government, and the Licensee shall pay to such unit any and all fees owed on the same date as the fees are due to the Office.
- 3.5 Without prejudice to any other remedies of the Office under this Licence or the Acts of the Cayman Islands, if the Licensee fails to pay any amount due to the Office or delegated administrative unit of the Cayman Islands Government under this **Condition 3** by the due date, the unpaid amount will accrue interest daily from the due date to the date of payment at three percentage points above the published Cayman Islands Dollar Prime Rate published from time to time by the Office's bankers, the Bank of Butterfield International (Cayman) Limited.

## **4 PROVISION OF INFORMATION**

- 4.1 Any and all aspects of the Licensee's business shall be subject to examination, investigation and audit by the Office.
- 4.2 The Licensee shall provide to the Office in the manner and at the times required by the Office, on reasonable notice, any documents, accounts, returns, estimates, reports or other information so required, including but not limited to the documents, accounts, returns, estimates, reports and other information specified in this Licence including where such documents, accounts, returns, estimates, reports and other information are in the control of Affiliates.
- 4.3 Where the Licensee operates an ICT Network which makes use of a portion of the free space electromagnetic spectrum between 3 KHz and 300 GHz, the Licensee shall, by the first business day of July of every year, provide the Office with a comprehensive report on its anticipated use of the radio frequency spectrum (including spectrum in use) for the following year and shall update the report as requested by the Office from time to time.
- 4.4 The Office may conduct, from time to time, or may delegate to a suitably qualified person as the Office may decide, an examination, investigation or audit of any aspect of the Licensee's business or of its relationship with any Affiliate of the Licensee and of its compliance with the Conditions and the ICT Act and any other applicable Acts and regulations of the Cayman Islands.
- 4.5 The Office shall notify the Licensee of the objectives and scope of any examination, investigation or audit carried out under **Condition 4.4** in advance of the commencement of such examination, investigation or audit, except where the Office has reasonable grounds for believing the Licensee is or has been acting fraudulently or contrary to any Act.
- 4.6 The scope of any examination, investigation or audit carried out under **Condition 4.4** shall be no wider than is necessary to fulfil the objectives of the said examination, investigation or audit.

- 4.7 Any audit ordered under **Condition 4.4** shall be limited to any activities or information relating to the Licensee's information no earlier than **three (3) years prior to the date** the audit is commenced under **Condition 4.4**.
- 4.8 The Licensee shall provide any and all assistance requested by the Office in relation to any such examination, investigation or audit; such request to be made on reasonable notice **EXCEPT** where the Office has reasonable grounds for believing the Licensee is or has been acting fraudulently or contrary to Acts of the Cayman Islands.
- 4.9 The Office may give the Licensee a notice with regard to the manner in which such examination, investigation or audit is to be carried out and with which the Licensee shall fully comply.
- 4.10 Where the Office conducts or delegates an examination, investigation or audit in accordance with **Condition 4.4**, the Licensee shall allow the authorised representative of the Office, or of its delegate as the case may be –
- (a) to attend at, enter and inspect any premises which are under the control of the Licensee or of any of its Affiliates;
  - (b) to take copies of any documents;
  - (c) to acquire any information in the control of the Licensee or any of its Affiliates as may be required in order to carry out the examination, investigation or audit; and,
  - (d) require that any information be formatted and conveyed in any manner deemed appropriate.
- 4.11 The Office or such other person who has been delegated by the Office to conduct an examination, investigation or audit under **Condition 4.4** as the case may be and the Licensee shall each bear its own costs incurred in connection with the examination, investigation or audit, provided that, in the event the examination, investigation or audit reveals a material breach of

the Licence, the URC Act, the ICT Act or of any applicable regulations, the Licensee shall bear all reasonable costs associated with any reporting, examination, investigation or audit.

## **5 COMPLIANCE**

5.1 In addition to complying with the Conditions of this Licence, the Licensee shall comply with:

- (a) any obligation imposed on it by any act, regulation or rule of the Cayman Islands that is applicable;
- (b) any administrative determination, decision, determination, direction, order, regulation, resolution or rule duly issued by the Office under the ICT Act, the Licence, or any Act, regulation or rule of the Cayman Islands that is applicable;
- (c) the Plans submitted pursuant to **Condition 8**; and
- (d) applicable tariffs, if any.

5.2 The Licensee shall inform the Office as soon as it becomes aware of any action proposed to be undertaken by a person or group of persons which would, or could reasonably be expected to, cause the Licensee to breach any of its obligations under the ICT Act and URC Act (including ICT regulations and the like) or its Licence.

5.3 The Licensee shall, at all times, act in a manner best calculated to ensure that it has, or has access to, adequate:

- a. financial resources; and
- b. management resources and systems of internal control,

to enable it to establish, operate and maintain the ICT Networks and provide the ICT Services, as provided for under the Licence.

The Licensee shall ensure that its access to resources and systems referred to above is not dependent upon the discharge by any other person of any obligation under, or arising from, any agreement or arrangement under which that other person has agreed to provide any services to the Licensee.

## **6 EXCEPTIONS TO AND LIMITATIONS ON THE LICENSEE'S OBLIGATIONS**

6.1 If the Licensee is prevented from performing any of its obligations under this Licence because of *force majeure* -

- (a) the Licensee shall notify the Office as soon as practicable of the obligation(s) which it is prevented from performing, and the reason why; and
- (b) the Office may suspend those obligations and the Licensee will not be liable to perform those obligations, for so long as the *force majeure* continues, only if and to the extent that the inability to perform could not have been prevented by taking steps specifically required under this Licence or other reasonable precautions and the inability cannot reasonably be circumvented by the Licensee at its expense through the use of alternate sources, work-around plans or other means.

## **7 DURATION AND RENEWAL**

7.1 This Licence commences on the Licence Commencement Date and continues, subject to the Licensee's compliance with the Conditions and the acts of the Cayman Islands, administrative determinations, directions issued by the Office and applicable tariffs, if any, and subject to any revocation or suspension by the Office, for the Term.

- 7.2 Pursuant to *section 29 of the ICT Act*, the Licensee may serve notice on the Office within one hundred and eighty (180) calendar days of the end of the Licence Term, requesting a renewal of this Licence.
- 7.3 Within the one hundred and eighty (180) calendar days provided for in **Condition 7.2**, or such further period as may be agreed with the Licensee, the Office shall notify the Licensee whether it agrees to a renewal of the Licence subject to the same Conditions or any modified, amended or additional Conditions, and subject to the Licensee providing all necessary information to the Office to enable it to make the notification within the required time.



## PART II GENERAL PROVISIONS

### 8 DEVELOPMENT OF LICENSED ICT NETWORKS AND LICENSED ICT SERVICES

- 8.1 The Licensee shall comply at all times with relevant standards and/or specifications established by the Office to establish, operate and manage the Licensed ICT Networks (including ICT Network equipment) and/or provide the Licensed ICT Services **OTHERWISE** the Licensee shall establish, operate and maintain the Licensed ICT Networks and/or provide the Licensed ICT Services according to standards of performance in line with international best practices.
- 8.2 The Licensee shall submit to the Office a Development Plan and a Compliance Plan, together known as “**the Plans**”. Any and all matters to be included in the Plans may be added to, deleted or substituted by the Office at any time during the Term of this Licence. The Plans may be submitted in confidence in accordance with the Confidentiality Regulations.
- 8.3 The Development Plan shall describe the following:
- a) planned nature and extent of Caymanian participation as set out in **Annex 1B**;
  - b) contact details of key management responsible for and authorised to respond to the Office in such areas as network operations and maintenance, legal, regulatory and corporate affairs;
  - c) the target levels of quality of service performance which the Licensee will achieve with the Licensed ICT Networks and Licensed ICT Services, the estimated timeframe within which those targets will be achieved and how the achievement of those target levels of performance will be monitored;
  - d) anticipated introduction of new Facilities and new ICT services, including geographic coverage, and the Licensee’s intended 3-year planning

cycles for the operation of its networks and provision of its services (including its business process maps);

- e) the manner in which financial data will be captured, and reported and verified for purposes of the Licence Fee, including providing the Office with audited financial statements within a time frame that is no later than three (3) months from financial year end;
- f) the Licensee's internal rules and procedures for the treatment of User, Subscriber confidential information; and
- g) such other matters as required by the Office from time to time.

8.4 The Compliance Plan shall describe the manner in which the Licensee has complied with the terms of its Licence and shall also address:

- (a) the extent to which it has met, exceeded or failed to meet the various categories in the Development Plan;
- (b) whether it has provided and continues to provide all financial data pertinent to the amount of Licence Fees to be paid;
- (c) interconnection and infrastructure arrangements and disputes;
- (d) significant differences between target levels of performance and performance levels achieved over a sustained period of time, and major service interruptions and reasons therefore;
- (e) broad categories of User complaints, the manner resolved and the time frames involved;
- (f) confidentiality of information and the extent to which it has been safeguarded; and
- (g) such other matters as required by the Office from time to time.

- 8.5 The Office may direct the Licensee to update and resubmit the Plans from time to time.
- 8.6 The Office may direct the Licensee as to matters to be included in the Plans and may amend or replace such direction from time to time.
- 8.7 The Office may include as a Condition of this Licence the targets specified by the Licensee in the Plans and the Licensee shall be deemed to be in breach of its Licence if such target levels are repeatedly not achieved.
- 8.8 Within **fifteen days** of the end of each **six-month period** during the Term, the Licensee shall, unless otherwise approved or directed by the Office, provide the Office with the Plans whereby the Development Plan will address the subsequent **six months** and the Compliance Plan will address the preceding **six months**.
- 8.9 The Licensee shall comply with any administrative determinations, directions issued by the Office from time to time regarding any quality of service indicators, measurement methods and compliance requirements, as may be reasonably required, for the Licensed ICT Networks and Licensed ICT Services.
- 8.10 The Licensee shall on request by the Office, and in the timeframe so requested, supply the results of its measurements of actual performance against any quality of service indicators and measurements which the Office may publish or require publication of such information as it considers appropriate.

## 9 **LICENSEE'S OBLIGATIONS TO USERS**

- 9.1 The Licensee shall, in accordance with the ICT Act, take such steps as are reasonably necessary to ensure that, in relation to its Licensed ICT Networks and/or Licensed ICT Services as applicable, Users can reasonably and reliably have access to information services to assist them with queries relating to the Licensee's ICT Services.

- 9.2 The Licensee shall use its best endeavours to meet the quality of service commitments set out in the Development Plan. A Repeated failure to meet such quality of service obligations shall be regarded as a breach of this Licence.
- 9.3 The Licensee shall comply with the requirements set out at **Annexes 5 and 6**, and prior to the provisioning of ICT Services to Users, develop, implement and publish procedures for responding to complaints from and disputes with Users related to the quality of any Licensed ICT Services and to statements of charges and prices, and unless otherwise provided for in the Licence, the Licensee shall respond quickly and adequately to any complaints but, in no event, **later than one (1) month** after the filing of such complaint with the Licensee.
- 9.4 The Licensee, and its Terms of Service, shall be subject to the Office's Dispute Resolution Regulations, or such other regulations, rules or conditions as the Office may prescribe, for resolving such complaints from and disputes with Users.
- 9.5 Prior to the provisioning of ICT Services to Users, the Licensee shall develop Terms of Service for the provisioning of Licensed ICT Services to Users which comply with the obligations set out in this Licence as applicable.
- 9.6 The Office may issue administrative determinations, directives, rules or regulations which shall replace or amend **Annex 5** and/or **Annex 6** in whole or in part. The Licensee shall comply with every such directive, rule or regulation.
- 9.7 The Licensee shall provide all Subscribers of Licensed ICT Services with the terms and conditions of the applicable subscriber contracts in the manner specified by the Office, if any, and shall thereafter provide Licensed ICT Services based upon the applicable contract.
- 9.8 Subscriber contracts shall be compliant with the ICT Act and any other applicable acts, administrative determinations, directives and regulations of the Office. In the event that the Office determines that subscriber contracts

do not comply with the ICT Act and any other applicable acts, the Office shall instruct the Licensee to make appropriate amendments which the Licensee shall comply with.

## **10 PRIVACY AND CONFIDENTIALITY**

10.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, unless consent has been given to such use or disclosure by the person entitled to the confidentiality of that information:

- (a) any confidential, personal and proprietary information obtained in the course of its business from any Subscriber, where such information originates from any such Subscriber;
- (b) any information regarding usage of a Licensed ICT Network or a Licensed ICT Service; or
- (c) any information received or obtained as a result of or in connection with the operation of a Licensed ICT Network or the provision of a Licensed ICT Service.

10.2 Notwithstanding **Condition 10.1**, the Licensee is permitted to use such information to operate its Licensed ICT Networks or Licensed ICT Services, bill and collect charges, protect its rights or property or prevent the fraudulent use of the Licensed ICT Networks or the Licensed ICT Services.

10.3 The Licensee shall establish and implement procedures according to standards of performance in line with local acts and International best practices for maintaining the confidentiality of information subject to this **Condition 10**.

## **11 OTHER LICENSEE CONFIDENTIAL INFORMATION**

11.1 In the event the Licensee receives information from an Other Licensee for the purposes of interconnection, infrastructure sharing or the provision of

ICT Services generally, where such information received is of a competitive nature, such as customer orders, market forecasts, plans for the development of new services, network plans, new customers and current or proposed business plans, the Licensee shall treat such information in confidence and shall share it only amongst those employees who have a need to know for provisioning services to the Other Licensee disclosing such information and shall not provide such information to personnel involved in the provision of ICT services offered in competition, and shall use such information solely for the purpose for which such information is received.

- 11.2 The Office may establish rules and procedures it deems necessary to prevent the misuse of licensee confidential information.

## **12 ASSIGNMENT**

- 12.1 The Licensee may not assign, convey or transfer this Licence, in whole or in part, without the prior written consent of the Office.
- 12.2 Condition 12.1 shall not apply where the assignment, conveyance or transfer results from an internal reorganization of a body corporate that involves no change in the beneficial ownership thereof. The Licensee shall give prior notification to the Office of the nature and extent of such assignment, conveyance or transfer.

## **13 LICENCE COMMENCEMENT DATE**

- 13.1 This Licence shall take effect on the date granted by the Office.

## **14 AMENDMENTS**

- 14.1 Subject to *section 31 of the ICT Act*, no amendments or additions to this Licence shall be valid unless in writing and signed on by the Office.

## **15 COMPLIANCE WITH ACTS**

- 15.1 The Licensee shall comply at all times with applicable acts and regulations of the Cayman Islands.
- 15.2 The Licensee, in accordance with *section 23(4) of the ICT Act*, may be exempt from complying with the *Local Companies (Control) Act (2019 Revision)*, as amended from time to time. Nonetheless, the Licensee shall comply with the level and degree of Caymanian participation stipulated in **Annex 1B**.

## **PART III: SERVICE OBLIGATIONS**

### **16 UNIVERSAL SERVICE**

- 16.1 Pursuant to in particular *sections 59 to 64 of the ICT Act*, in the event the Office imposes specific conditions on the Licensee, the Licensee shall comply with such conditions as so set out (and reflected in **Annex 3A**).
- 16.2 In particular, where obliged pursuant to *section 64 of the ICT Act*, the Licensee shall contribute to the Universal Service Fund (such obligation to be reflected in **Annex 3A**).

### **17 SIGNIFICANT MARKET POWER**

- 17.1 Where the Office imposes specific conditions on sectoral providers determined to have significant market power in the relevant markets, pursuant to in particular *sections 44 to 45 of the URC Act*, the Licensee shall provide ICT Services and/or ICT Networks in those relevant markets on such terms and conditions as so set out (and reflected in **Annex 3B**).

### **18 9-1-1 SERVICE**

*TO APPLY TO A LICENSEE LICENSED TO PROVIDE TYPE 1, TYPE 3, TYPE 4 AND/OR TYPE 5 ICT SERVICES, OR THEIR EQUIVALENT (SUCH SERVICES OR THEIR EQUIVALENT AS SPECIFIED FROM TIME TO TIME BY THE OFFICE IN ACCORDANCE WITH A NOTICE ISSUED PURSUANT TO SECTION 23 (2) ICT ACT OR ITS EQUIVALENT)*

#### **Information to Administer 9-1-1 Service**

- 18.1 The Licensee shall provide, at no cost, to the Public Safety Communications Centre ('**PSCC**') all information required to administer the 9-1-1 Service in the Cayman Islands, including cell location, in the form and format and at the time intervals required by the PSCC for an effective 9-1-1 Service, as amended from time to time by the PSCC. Additionally, and at a minimum, the Licensee shall comply with the National Emergency Number



Association Recommended Technical Standard “02-010 Standards for Recommended Formats and Protocols for Data Exchange.”

### **Emergency Call Access**

- 18.2 The Licensee shall ensure that any person in the Cayman Islands can access the PSCC at all times by using the emergency call number "9-1-1" and at no charge to that person regardless of whether or not that person has credit on their call account.

### **Proper and Effective Functioning of the Network**

- 18.3 The Licensee shall take all necessary measures to ensure the proper and effective functioning of its ICT Network(s), including the provision of uninterrupted access to the 9-1-1 Service as part of any Type 1, Type 2, Type 3 and/or any other Service a Licensee provides, or equivalent ICT Services, such measures to include:

- (a) a direct network connection to the PSCC;
- (b) a direct network connection to each of the other Licensees;
- (c) all network components required for a person to complete a call to the 9-1-1 Service to be physically located within the Cayman Islands, including all related ICT Critical National Infrastructure assets, services and systems; and
- (d) the 9-1-1 Service call signal and communication to remain on ICT Network(s) located within the Cayman Islands.

### **Requirement to monitor the functioning of the 9-1-1 Service and to notify the Office of any outage affecting the ICT Critical National Infrastructure**

- 18.4 The Licensee shall:

- (a) monitor on a continuous basis the availability of a person's access to the PSCC using the emergency call number "9-1-1";
- (b) notify the PSCC in the format set out in the **ANNEX** to this Licence Condition as soon as it is aware that there could be or has been a call failure such that a person is not guaranteed access to the PSCC by using the emergency call number "9-1-1"; and,
- (c) notify the Office within one hour where it is aware that there has been a call failure such that a person is not guaranteed access to the PSCC by using the emergency call number "9-1-1", such a notification to be published on the Office's website.

## ANNEX: Incident Reporting Template

1	Telecoms Licensee Name:	
2	Telecoms Licensee incident reference number:	
3	Date and time of Network/Service failure:	
4	Data and time of resolution:	
5	Location of incident:	
6	Brief description of Network/Service failure:	

7	<p>Impact of Network/Service failure:</p> <p>i) Services affected;</p> <p>ii) Number/proportion of users affected; and,</p> <p>iii) Networks and assets affected.</p>	
8	<p>Summary of Network/Service failure cause and action taken so far:</p>	
9	<p>Third party details:</p>	
10	<p>Name and contact details for follow up:</p>	

## 19. FACILITATION OF INTERCEPTION

*TO APPLY TO A LICENSEE LICENSED TO PROVIDE TYPE 1, TYPE 3, TYPE 4, TYPE 5 AND TYPE 16 ICT SERVICES, OR THEIR EQUIVALENT (SUCH SERVICES OR THEIR EQUIVALENT AS SPECIFIED FROM TIME TO TIME BY THE OFFICE IN ACCORDANCE WITH A NOTICE ISSUED PURSUANT TO SECTION 23 (2) ICT ACT OR ITS EQUIVALENT)*

- 19.1 The Licensee shall install and maintain at its own cost the ICT Network equipment and software necessary to enable it to provide at least the Information and the interception of messages on its ICT Network as required to be provided by the Licensee under the ICT Act (including any Regulations made under that Act). The ICT Network equipment and software installed to enable the provision of such Information and the interception of messages as referenced above must meet with applicable ETSI standards.
- 19.2 Upon notice that a warrant has been issued by the Governor authorising any person employed by the Law Enforcement Agency to intercept a message as provided for under the Interception Regulations (or its equivalent), the Licensee shall ensure that the Law Enforcement Agency is able to commence interception as provided for in that warrant, free of charge:
- a. as soon as is reasonably practicable but no later than four (4) hours following the communication of that notice; or,
  - b. where the information request is headed PRIORITY, (being investigations into matters affecting the immediate safety of a person, the immediate prevention or detection of a serious crime or an immediate threat to national security), as soon as is reasonably practicable but no later than thirty minutes following the communication of that notice.
- 19.3 The Licensee shall provide to the Law Enforcement Agency, free of charge and in an encrypted and useable format, the information requested in accordance with a request for information made under *section 77 of the ICT*

Act (or its equivalent), or in accordance with other lawful authority as the case may be, within the timeframes stated below:

- a. where the information request is headed ROUTINE (being investigations into reports of criminal activity which do not require information for immediate evidential presentation), the information is to be provided within ten (10) working days from the date of the request;
- b. where the information request is headed URGENT, (being investigations into matters which require information for immediate evidential presentation), the information is to be provided within two (2) working days from the date of the request; or,
- c. where the information request is headed PRIORITY, (being investigations into matters affecting the immediate safety of a person, the immediate prevention or detection of a serious crime or an immediate threat to national security), the information is to be provided in real time or as close to real time as is practicable.

19.4 The Licensee shall ensure that there are at least two designated persons in the Cayman Islands, one being the primary contact and the other being the secondary contact, whose responsibility it is to provide the Law Enforcement Agency with information requested in accordance with a request for information made under the ICT Act or URC Act, or in accordance with other lawful authority, and the assistance necessary to comply with a warrant issued by the Governor under the Interception Regulations.

19.5 The Licensee shall provide the details of the persons so designated under **Condition 19.4** above to the Law Enforcement Agency, and the appointment of such designated persons is subject to satisfactory security clearances by the Law Enforcement Agency.

19.6 For the purposes of this Condition, the following definitions shall apply:

"**ETSI**" means the European Telecommunications Standards Institute;

**"Information"** means at least:

- a) the Terminal Equipment being used by a Subscriber of the Licensee's ICT Services (including the manufacturer, model name or number, type and an identifying serial number or a media access control ('**MAC**') address);
- b) whether the Terminal Equipment used is, or has been, active on the Licensee's ICT Network;
- c) the Subscriber details associated with the Terminal Equipment being used on the Licensee's ICT Network (including the relevant telephone number, account identifier, IP address and email address);
- d) the date, time and duration of any voice call by the said Subscriber, including where additional persons may have joined or left that voice call;
- e) the location of the Terminal Equipment in use; and,
- f) the last registered location of the Terminal Equipment which was active on the Licensee's ICT Network;

**"Interception Regulations"** means *The Information and Communications Technology Authority (Interception of Telecommunication Messages) Regulations, 2018* (as amended) or its equivalent;

**"Law Enforcement Agency"** means the Royal Cayman Islands Police Service;

**"Terminal Equipment"** means a product enabling communication or a relevant component thereof which is intended to be connected directly or indirectly by any means whatsoever to interfaces of public ICT Networks; and,

**"Useable Format"** means a format whereby the information provided is in a format readable by the Law Enforcement Agency.

## **20 INTERCONNECTION AND INFRASTRUCTURE**

20.1 Unless otherwise provided for by the Office, interconnection charges shall be cost oriented and reciprocal such that the Licensee and all interconnecting Other Licensees shall charge each other the same rate for the same service.

20.2 A Licensee shall not deny another Licensee access to its infrastructure or infrastructure arrangements, except:

(a) where there is insufficient capacity taking into account reasonably anticipated requirements;

(b) there are reasons of safety or security; or

(c) there are technical or engineering matters which could make such access difficult or impossible.

20.3 In the event of a dispute between Licensees relating to interconnection or infrastructure sharing the Licensee shall submit such dispute to the Office pursuant to the Dispute Resolution Regulations and will abide by the decision of the Office.

## **21 NUMBER ALLOCATION**

21.1 The Licensee shall establish, operate and manage its Licensed ICT Networks and provide its Licensed ICT Services in accordance with a numbering plan established pursuant to *Section 71 of the ICT Act*.

21.2 Subject to Section 71 of the ICT Act, the Licence shall provide number portability in accordance with any rules or other requirements specified by the Office.



- 21.3 The Office shall issue to the Licensee the numbers required to offer Licensed ICT Services. The Licensee shall have no proprietary or ownership rights to numbers.

## **22 PEERING**

- 22.1 The Licensee shall work with all other Type 9 Internet Service Provider (“ISP”) licensees to establish and maintain peering for Local IP Traffic.
- 22.2 The Licensee shall peer its networks with networks of other ISPs for the purpose of exchanging local traffic so that such traffic remains within the Cayman Islands. As a means to meeting this condition, the Licensee may choose to connect or peer its network with all other ISPs at a common IXP.
- 22.3 Where the Licensee chooses to peer directly between itself and among other ISPs the Licensee shall peer in conjunction with those other licensees networks at the Layer two (2) “Data Link Layer” of the **International organization of Standardization, Open System Interconnection** (ISO OSI) stack; and the Licensee shall not directly or indirectly access, interrupt or otherwise use another ISP’s traffic for any purpose other than what is minimally necessary to facilitate peering of Local IP Traffic.
- 22.4 The Licensee shall make every effort to mitigate single points of failure in the Local IP Traffic peering network. The performance of which will be the subject of related interconnection/infrastructure or service agreements. The Office may issue administrative determination, order, decision, determination, rule or regulation to establish, standards and regulations under its authority in the interest of protection of critical national infrastructure or to define appropriate quality of service standards.
- 22.5 Where the Licensee connects to an IXP to exchange Local IP Traffic:
- (a) the Licensee is not to charge any other ISP for the exchange of Local IP Traffic IXP;
  - (b) the Licensee shall be responsible for procuring, at its own expense, the necessary facilities to connect to the IXP; and

(c) the Licensee may deduct from its Licence Fees payable to the Office as per established by policy, amounts paid to an IXP for interconnection and access to and sharing of infrastructure.

## **23 CONTENT STANDARDS**

- 23.1 Pursuant to *sections 55 to 57 of the ICT Act*, in the event the Office sets, reviews and revises standards for the content of broadcasts as contained in one or more published codes, the Licensee shall comply with such codes.

## **24 LOCAL CONTENT**

- 24.1 The Office shall have the right to impose upon the Licensee additional obligations concerning the Type 6 ICT Service (Public Service Television Broadcasting) which may include obligations pertaining to such matters as programming and content. The Licensee agrees that the Office shall have the right to impose obligations, from time to time, as are deemed advisable by the Office.

- 24.2 At a minimum these obligations shall involve the following:

- (a) Any subscriber wishing to receive the Licensee's Public Television service shall be provided such a service, either via cable or broadcast technology, within a reasonable time frame and at no cost to the subscriber. This includes all manner of device required to provide service into the subscriber's premises.
- (b) Program content shall, at a minimum, be 20% local content which shall include such items as local talk shows, educational, cultural and religious programming, live sporting events, government information services and live coverage of the proceedings of the parliament.
- (c) Public Television service shall involve programming offered 24 hours a day, 7 days a week, 365 days a year.

## ANNEX 1

### 1 LICENSED ICT NETWORKS AND ICT SERVICES

- 1.1 The Licensee is Authorised to operate the following ICT Networks as defined by the Office under the provisions of *section 23(2) of the ICT Act* and published in a Notice in the Gazette:

Type	Description	Term
1	Fixed Telephony	Twenty (20) Years
3	Mobile Telephony	Twenty (20) Years
4	Resale of Telephony	Twenty (20) Years
5	Internet Telephony	Twenty (20) Years
6	Public Service Television	Twenty (20) Years
7	Subscription Television	Twenty (20) Years
9	Internet Service Provider	Twenty (20) Years
11	Provision of ICT Infrastructure to third parties	Twenty (20) Years
12	Retail sale of ICT equipment	Twenty (20) Years
14	Applications Service Provider	Twenty (20) Years

- 1.2 The Licensee is Authorised to supply the following ICT Services as defined by the Office under the provisions of *section 23(2) of the*

*ICT Act* and published in a Notice in the Gazette:

<b>Type</b>	<b>Description</b>	<b>Term</b>
<b>A</b>	Fixed Wireline	Twenty (20) Years
<b>B</b>	Fixed Wireless	Twenty (20) Years
<b>C</b>	Mobile	Twenty (20) Years
<b>D1</b>	Fibre Optic Cable - Domestic	Twenty (20) Years
<b>F</b>	Broadcast	Twenty (20) Years
<b>S</b>	Spectrum	Annual

## **ANNEX 1A**

### **Roll Out Schedule**

#### **Type D1 Fibre Network**

The Licensee shall make every effort to deploy and offer in Grand Cayman its Fibre optic cable network and make available ICT Services over that network in accordance with the following timetable:

- a) by Q3 2022: complete a fibre network sufficient to enable the provision of ICT Services to 100% the residents and businesses of Bodden Town.
- b) by Q2 2023: complete a fibre network sufficient to enable the provision of ICT Services to 100% of the residents and businesses of Grand Cayman.

#### **Type A and Type 9- Fixed Wireless “Broadband” Service**

To establish the necessary networks to enable and offer to residential and businesses fixed wireless “Broadband” services, in accordance with the following timetable:

- East End and Northside – by Q1 of 2022 to establish a fixed wireless network sufficient to enable the provision of the proposed fixed wireless “broadband” services to 100% of the residents and businesses of East End and North Side.
- Cayman Brac - by Q1 of 2022 to establish a fixed wireless network sufficient to enable the provision of the proposed fixed wireless “broadband” services to 100% of the residents and businesses of Cayman Brac and Little Cayman.

No later than fifteen (15) calendar days following the end of each quarter, the licensee shall provide status reports to the Authority on the rollout of its fibre optic cable network.

### **Type 3 and Type C – Mobile Service**

To establish the necessary networks to enable and offer to residential and businesses full mobile services, in accordance with the following timetable:

- Grand Cayman – by Q2 of 2021 to establish necessary networks sufficient to enable the provision of the proposed mobile services to 100% of the residents and businesses of Grand Cayman.
- Cayman Brac and Little Cayman – by Q2 of 2021 to establish necessary networks sufficient to enable the provision of the proposed mobile services to 100% of the residents and businesses of Cayman Brac and Little Cayman.

## **ANNEX 1B**

### **Caymanian Participation**

The following identifies the nature and extent of Caymanian participation, including without limitation, the level of beneficial ownership by Caymanians, if any, and any participation by Caymanians as directors, management or otherwise and the dates upon which such participation will be achieved.

Employees:                    25 % Caymanians as from the Licence Commencement Date.

Directors:                    2 of 5 Directors will be Caymanian as from the Licence Commencement Date.

## ANNEX 2

### LICENCE FEES

#### 1 LICENCE FEES

##### 1.1 Definitions:

**“Allowable Expenses”** means payments made to Other Licensees for interconnection, infrastructure sharing, Wholesale Services and settlement payments made to international carriers for international traffic, including adjustments to payments for such traffic for that same period;

**“Annual Revenue”** means, for any Licensee Financial Year, the Annual Turnover less:

- (a) Allowable Expenses (if any of these payments are made to an Affiliate, they shall be excluded from Annual Revenue only to the extent that those payments are made at open market value on an arm's-length basis); and
- (b) non-recurring extra-ordinary items of receipt (including real estate) not made in the ordinary course of business.

**“Annual Turnover”** means the total amount of money or money's worth earned by the Licensee from all sources arising out of or in connection with the Licensee's business in or from the Cayman Islands (which includes any fees derived from the use by the Licensee or a third party to advertise, whether directly or indirectly, on the channels broadcasted by the Licensee) in any Licensee Financial Year of the Licence (money or money's worth earned from transactions with Affiliates are to be included as if those transactions are made at a minimum of open market value on an arm's length basis).

**“Audit”** means an audit performed by a professionally qualified external auditor and certified by an independent firm of Chartered Accountants or Certified Public Accountants.

**“Audited Financial Statements”** means, at the Licensee's option, either:

- (a) audited Statement of Financial Position, Statement of Comprehensive Income, Statement of Cash Flows, Annual Turnover and Annual Revenue



statements (including audits of amounts of Annual Turnover earned as money or money's worth, Annual Turnover earned from Affiliates, payments to Affiliates, and other deductions from Turnover) and such other statements as the Office may reasonably prescribe, all in respect of the Licensee's business in or from the Cayman Islands for a Licensee Financial Year during the Term of the Licence; or

(b) audited statements of Annual Turnover and Annual Revenue (including audits of amounts of Annual Turnover earned as money or money's worth, Annual Turnover earned from Affiliates, payments to Affiliates, and other deductions from Turnover) and such other statements as the Office may reasonably prescribe, all in respect of the Licensee's business in or from the Cayman Islands for a Licensee Financial Year during the Term of the Licence.

**“Dispute Notice”** shall have the meaning set out in **paragraph 2.1. of this Annex.**

**“ICT Sector”** shall mean all those activities identified as ICT Services and ICT Networks in the *section 23(2) Notice*.

**“Licensee Financial Year”** means the Licensee’s accounting period of twelve consecutive months at the end of which account books are closed and annual financial reports are prepared.

**“Quarter” or “Quarterly”** means a period of three (3) calendar months commencing 1 July, 1 October, 1 January and 1 April. For purposes of the initial quarter it shall mean the period from the Licence Commencement Date to the end of the applicable Quarter.

**“Quarterly Revenue”** means the Quarterly Turnover less:

- (a) Allowable Expenses (if any of these payments are made to an Affiliate, they shall be excluded from Quarterly Revenue only to the extent that those payments are made at open market value on an arm’s-length basis); and
- (b) non-recurring extra-ordinary items of receipt (including real estate) not made in the ordinary course of business.

**“Quarterly Turnover”** means the total amount of money or money's worth earned by the Licensee from all sources arising out of or in connection with the Licensee's business in or from the Cayman Islands (which includes any fees derived from the use by the Licensee or a third party to advertise, whether directly or indirectly, on the channels broadcasted by the Licensee) in any Quarter (money or money’s worth earned from transactions with Affiliates are to be included as if those

transactions are made at a minimum of open market value on an arm's length basis).

**“Regulated Financial Year”** means a period of twelve (12) months commencing 1 January and ending on 31 December.

**“Regulatory Fee”** means a fee payable to the Office which is determined by multiplying the Office’s costs relating to the ICT Sector, for a Quarter, which the Office has determined should be paid by Licensees in ICT Sector, by the Quarterly Revenue of the Licensee, divided by the total Quarterly Revenue of all licensees in ICT Sector. The amount of the fee shall be established and published by the Office thirty (30) calendar days prior to each Quarter, and shall be based on data from the Quarter immediately preceding the Quarter in which the date of publication falls. The specific calculation and filing procedures shall be prescribed and published by the Office in a licence fee guidelines document.

**“Statement of Cash Flows”** means the statement of the Licensee’s cash flow activities, particularly its operating, investing and financing activities for a given quarter or financial year of the Licensee;

**“Statement of Comprehensive Income”** means the statement of the Licensee’s income, expenses, and profits for a given quarter or financial year of the Licensee;

**“Statement of Financial Position”** means the statement of the Licensee’s assets, liabilities, and shareholders’ equity at the end of a given quarter or financial year of the Licensee, separating current assets and liabilities from non-current assets and liabilities;

**“Wholesale Services”** means ICT services provided by the Licensee to an Other Licensee pursuant to a Condition of this Licence or to an administrative determination, order, decision, determination, rule or regulation of the Office.

**“Turnover”** means Quarterly Turnover and/or Annual Turnover, as applicable in the circumstances.

**“Unaudited Financial Statements”** means a Statement of Financial Position, Statement of Comprehensive Income and a Statement of Cash Flows, that have not been audited, all in respect of the Licensee’s business in or from the Cayman Islands.

## 1.2 Licence Fee Procedures and Payment

- (a) Not later than **fifteen (15) calendar days** following the end of the Quarter the Licensee shall deliver to the Office a licence fee report showing

the amount of Quarterly Turnover broken down in a manner prescribed by the Office, Quarterly Revenue and all calculations applied, and Unaudited Financial Statements. The Licensee may be required by the Office to provide further information in respect of the Licence Fee calculated (including a description of how the Licensee arrived at the Quarterly Turnover).

(b) At the same time as provision of the information specified in subparagraph (a) above, the Licensee shall deliver a cheque payable to the Office which shall be equal to six per cent (6%) of the Quarterly Revenue together with an amount equal to the Licensee's Quarterly Regulatory Fee.

(c) The Licensee shall include, when providing the information specified in subparagraph (a) and (d), an affidavit signed by an officer of the Licensee attesting to the veracity and completeness of the information provided and that the Licensee has reported all Turnover.

(d) The Licensee shall deliver to the Office **within three (3) months** of the end of the Licensee's Financial Year a full set of Audited Financial Statements. If the Audited Financial Statements, as accepted by the Office, show that the Licensee has under paid the Licensee Fee, a further sum in the amount of that under payment shall be paid to the Office. In the event the Audited Financial Statements show that the Licensee has overpaid, a credit shall be applied to the subsequent year's Licence Fee.

## **2. DISPUTE RESOLUTION**

2.1 Within **90 calendar days** of the receipt by the Office of the Licensee's Unaudited Financial Statements in accordance with **paragraph 1.2(a)** of this Annex or the receipt of the Licensee's Audited Financial Statements in accordance with **paragraph 1.2(d)** hereof (as the case may be), the Office may serve the Licensee with a Dispute Notice stating the grounds upon which the Office disputes the exclusion of any item from Turnover or the inclusion of any item as a deductible from Turnover for the purposes of calculating Quarterly Revenue or Annual Revenue as (the case may be) in accordance with the terms of this Annex.

2.2 The Licensee and the Office shall thereupon use their reasonable endeavours to reach a settlement in writing of the said Dispute Notice provided that, where such dispute has not been resolved to the reasonable satisfaction of the Office within 28 days of the receipt by the Licensee of the Dispute Notice, the dispute shall be referred to an independent Arbitrator (an accountant or attorney) to be agreed between the Licensee and the

Office **within 14 days** thereafter who shall determine such dispute in accordance with the *Arbitration Act, 2012* (as amended from time to time).

- 2.3 In the event that the Office and the Licensee are unable to agree on the identity of such an independent Arbitrator, the Licensee and the Office shall refer the choice of such an Arbitrator to the President for the time being of the Cayman Islands Chamber of Commerce whose decision shall be final and binding.
- 2.4 The decision of the independent Arbitrator in respect of the Dispute Notice shall be final and binding and the costs of the fees charged by the independent Arbitrator for adjudicating on the Dispute Notice shall be paid to the Arbitrator by the party against whom the said Dispute was resolved.

### **3. AUTHORISED FREQUENCIES FEE**

- 3.1 By the first day of each Regulated Financial Year, the Licensee shall pay to the Office a fee (the “**Authorised Frequency Fee**”) as determined by the Office from time to time for each radio transmitter per channel used or to be used by the Licensee within that Regulated Financial Year.
- 3.2 The Authorised Frequencies Fee is to be set on the following principles:
  - (a) The total amount collected each Regulated Financial Year for Authorised Frequency Fees from all Licensees (including the Licensee) shall not exceed the Office’s annual estimated cost of electromagnetic spectrum management and other related activities.
  - (b) The Authorised Frequencies Fee shall be set to be the same for all the same types of transmitters used or to be used, irrespective of the use of the transmitter or the spectrum used by the transmitter.
  - (c) If, during the Regulated Financial Year, additional radio transmitters or additional channels are used by the Licensee that were not included in the Authorised Frequencies Fee payment provided for above at the start of the Regulated Financial Year, the Authorised Frequencies Fee for such new radio transmitters and channels apply for that regulated Financial Year with no proration of that fee and should be paid accordingly.

## **ANNEX 3A**

### **UNIVERSAL SERVICE**

This Annex is reserved for terms and conditions pertaining to any Universal Service obligation or contribution to the cost of Universal Service Fund, which the Office may, following a consultative proceeding, require in accordance with **Condition 16** of the Licence.

## **ANNEX 3B**

### **SIGNIFICANT MARKET POWER**

This Annex is reserved for terms and conditions pertaining to any Significant Market Power obligation(s) which the Office may, following a consultative proceeding, require in accordance with **Condition 17** of the Licence.

## **ANNEX 3C**

### **CONTENT STANDARDS**

This Annex is reserved for terms and conditions pertaining to any Content Standards obligation which the Office may, following a consultative proceeding, require in accordance with **Condition 23** of the Licence.

## **ANNEX 3D**

### **LOCAL CONTENT**

This Annex is reserved for additional terms and conditions pertaining to any Local Content obligation which the Office may, following a consultative proceeding, require in accordance with **Condition 24** of the Licence.

**ANNEX 4<sup>1</sup>**  
**Authorised Frequencies and Transmitters**

<b>Frequency</b>	<b>Type of Service/Network</b>	<b>Comments</b>
617-698 MHz	Fixed Wireless	Non-exclusive
2150-2162 MHz	Internet	Non-exclusive
2500-2554 MHz	Internet and Internet telephony	Non-exclusive
2554-2560 MHz	TV/Fixed Wireless	Non-exclusive
2560-2566 MHz	Internet and Internet telephony	Non-exclusive
2566-2572 MHz	TV/Fixed Wireless	Non-exclusive
2572-2578 MHz	Internet and Internet telephony	Non-exclusive
2578-2584 MHz	TV/Fixed Wireless	Non-exclusive
2584-2590 MHz	Internet and Internet telephony	Non-exclusive
2590-2698 MHz	TV/Fixed Wireless	Non-exclusive
5150-5250 MHz	Point to multi-point	Exclusive
5510-5590 MHz	Point to multi-point	Exclusive
5600-5700 MHz	Point to point	Non-exclusive

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<sup>1</sup> Note – the type and number of boxes will change depending on each particular Licensee's requirements, and can also include references to such matters as short codes and submarine cables.

5750-5800 MHz	Point to point	Non-exclusive
7500-7800 MHz	Point to point	Non-exclusive
8045-8185 MHz	Point to point	Non-exclusive
8355-8495 MHz	Point to point	Non-exclusive

### **Type S Licence**

Type S Licenses are issued annually on the basis of the number of transmitters and frequencies

### **Number Allocations**

Numbers	NXX	Comments	In Service Date
Fixed	345-743-XXXX 345-745-XXXX 345-746-XXXX 345-749-XXXX  345-769-XXXX 345-766-XXXX 345-768-XXXX 345-825-XXXX	1 block of 10,000 1 block of 10,000 1 block of 10,000 1 block of 10,000  1 block of 10,000 4 block of 10,000	To be utilised within six(6) months of Commencement of Licence.
<b>Mobile</b>	TBD	TBD	

## **ANNEX 5**

### **Subscriber Protection and Privacy**

#### **1. Description of ICT Services**

- 1.1 The Licensee's ICT Services and the retail rates for such services are to be clearly described and be up to date in its marketing materials and on its website.
- 1.2 The Licensee's marketing materials and website shall clearly state how subscribers may contact it. Such contact information to include a valid telephone, e-mail address and website.

#### **2. Disclosure of Contract Terms and Terms of Service**

- 2.1 The Licensee's subscriber contracts shall clearly set out the rates, terms and conditions of the Licensee's ICT Services. The Licensee's ICT Services shall be described in a manner such that Subscribers are able to tell in advance what the ICT Services will cost, where and how well the Licensee's ICT Services will work.
- 2.2 The Licensee's Terms of Service shall form part of the Licensee's Subscriber contracts and agreements. The Licensee's Terms of Service shall provide a clear description of the conditions for providing that service. At a minimum, the Licensee shall obtain explicit written authorisation from a Subscriber in order to provide the ICT Services. An example of the Licensee's conditions for providing that ICT Service may be that an application form is properly completed; that facilities are available for the type of ICT Service required; and that there are no outstanding bills for services previously supplied by the Licensee.

#### **3. Customer Dispute Procedures**

- 3.1 The Licensee shall establish a subscriber complaint and dispute procedures, with trained and knowledgeable staff personnel.



- 3.2 Subscribers must be allowed to dispute charges for ICT Services they do not believe they originated or authorised. A charge being disputed by a subscriber shall not be considered past due unless the Licensee has reasonable grounds for believing that the purpose of the dispute is to evade or to delay payment.

#### **4. Protection of Customer Information**

- 4.1 The Licensee shall have an established policy published on its website and available on request for the protection of information about the subscriber and procedures to support that policy.
- 4.2 At a minimum, the Licensee's policy for the protection of such Subscriber information shall include the following: unless a subscriber provides express consent otherwise, all information obtained or collected by the Licensee regarding the subscriber are confidential and may not be disclosed by the Licensee to anyone other than:
- (a) the subscriber;
  - (b) an Other Licensee, provided only that information required for the efficient and cost-effective provision of the ICT Service that has been authorised by the Subscriber is disclosed, and disclosure is made on a confidential basis with the information being used only for such purpose;
  - (c) a public authority or an agent of a public authority if, in the reasonable judgment of the Licensee and in compliance with relevant Data Protection Acts, it appears that there is imminent danger to life or property which could be avoided or minimised by disclosure of that information;
  - (d) an agent retained by the Licensee in the collection of any outstanding monies under the subscriber's account, provided that the information is required and used solely for that purpose.

- 4.3 The Licensee's policy for the protection of Subscriber Information shall be included in its subscriber contract, including the Licensee's contact information if a subscriber considers that the policy has been breached.

## **5. Payment of Customer Bills**

- 5.1 The Licensee's subscriber contracts and agreements shall clearly state at a minimum what payments subscribers are responsible for, when bill payments are due and the last date they must be paid before incurring late payment charges.

## **6. Identification of Licensee Personnel**

- 6.1 The Licensee's Terms of Service shall make it clear that every person who is authorised to perform work on behalf of the Licensee carries an identification card. If the subscriber has doubts about the authenticity of a person, the subscriber may ask to see that individual's identification card and/or call the Licensee's office before allowing the Licensee's representative on their premises to undertake the necessary work.

## **7. Suspension and Termination of Service**

- 7.1 The Licensee's Terms of Service shall describe the conditions under which subscribers may terminate their contract with the Licensee for the provision of the ICT Services.
- 7.2 Subscribers who give reasonable advance notice to the Licensee may terminate their ICT Services after expiry of the minimum contract period, in which case, they must pay only those charges due for the ICT Services which have been provided to them by the Licensee.
- 7.3 The Licensee may levy a termination charge based solely on the direct costs associated with terminating the ICT Service but is not entitled to levy a termination charge which is in the nature or form of a penalty.

- 7.4 The Licensee's Terms of Service shall make clear the circumstances under which the Licensee may suspend or terminate the ICT Service(s) (e.g. where a subscriber fails to pay an account that is past due or exceeds a specific dollar amount that is reasonable for the ICT Service, or for reasons related to unreasonable use).
- 7.6 The Licensee may suspend or terminate a subscriber's local voice services only during normal business hours.

## **8. Notice of Service Changes or Rate Changes**

- 8.1 The Licensee's Terms of Service shall clearly state the minimum notice period to be provided to existing subscribers for changes to services and/or rates.
- 8.2 The minimum notice period should be reasonable for the service provided.

## **9. Subscriber Deposits**

- 9.1 The Licensee's Terms of Service shall indicate whether a subscriber deposit is required and the reason for that deposit. The deposit amount should be reasonable and be related to the use of the Licensee's equipment, credit worthiness of the subscriber or for other similar reasons.
- 9.2 Upon termination of the ICT Service, the Licensee shall within **one hundred and twenty (120) calendar days** refund to any such subscriber all monies deposited including interest thereon as provided in the Licensee's Terms of Service for that subscription, less any monies owed by the subscriber for unpaid bills.
- 9.3 The Licensee shall keep all such deposits in a separate trust account established by the Licensee with the beneficial right to the monies in such account designated in favour of subscribers making security deposits.