



TELECOMMUNICATIONS INTERNET NETWORK OR SERVICES LICENCE (INS-2)
[SECTION 13 OF THE TELECOMMUNICATIONS ORDINANCE 2014]

ISSUED TO: AFF INSTALLATION LIMITED

ISSUED ON: *January 22nd*, 2020

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Attestation Clauses

This **Telecommunications Internet Network or Service Licence (INS-2)** ("the Licence") is granted on the recommendation of the Telecommunications Commission of the Turks and Caicos Islands (the "Commission") to **AFF Installation Limited**, a company duly incorporated in the Turks and Caicos Islands ("the Licensee") by the Minister responsible for Communications ("the Minister").

1. AUTHORITY AND CITATION

1.1 This Licence is granted to the Licensee by the Minister in accordance with section 13 of the Telecommunications Ordinance 2014 on terms and conditions recommended by the Commission.

1.2 This Licence may be cited as the Telecommunications INS-2 Service Provider Licence.

2. INTERPRETATION

2.1 In this Licence, unless the context requires otherwise: -

"Commencement Date": means issued date;

"Government": means the Government of the Turks and Caicos Islands;

"Licence": means this Licence together with its Annexes;

"Licensed Area": means the territory of the Turks and Caicos Islands, including its territorial waters and airspace;

"Licensed Networks": means those telecommunications networks set out in Annex B;

"Licensed Services": means those telecommunications services set out in Annex A;

"Radiocommunication station" means a site upon which radiocommunication apparatus is deployed, including any vehicle, ship or aircraft;

"Regulations": means regulations issued pursuant to the Telecommunications Ordinance;

"Regulatory Fees": means the fees payable by the Licensee to the Commission under Section 46 of the Telecommunications Ordinance;

"Telecommunications Ordinance": means the Telecommunications Ordinance 2014;

Any word, phrase or expression used in this Licence shall, unless the context requires otherwise, have the same meaning as it has in the Telecommunications Ordinance and the Regulations.

2.2 Words importing the singular shall include the plural and vice versa. All references to legislation shall be deemed to refer to such legislation as amended or re-enacted from time to time.

3. GRANT

3.1 The Licensee is authorised to connect the Licensed Networks to any: -

3.1.1 Telecommunications network operated under a Licence granted by the Minister in accordance with the Telecommunications Ordinance;

3.1.2 Telecommunications apparatus in accordance with applicable requirements; and

3.1.4 Terminal equipment approved for connection in accordance with the Telecommunications Ordinance.

4. SCOPE

- 4.1 The Licensee is hereby authorised to establish and operate a Wireless Internet Service.
- 4.2 In no event does this License grant any exclusive right to operate any telecommunications network or to provide any telecommunications service, nor does it convey any proprietary rights.
- 4.3 For the avoidance of doubt, nothing in this License grants to the Licensee the right to establish or operate any telecommunications network or to provide any telecommunications service other than as set forth in the Telecommunications Ordinance, the Regulations or this License.

5. DURATION OF LICENCE

- 5.1 This License begins on the Commencement Date and shall continue in force for a period of fifteen (15) years, unless it lapses or unless it is suspended or revoked in accordance with a condition contained in this license or under the Telecommunications Ordinance 2014 and Regulations.

6. TERMINATION

- 6.1 In the event of termination of this Licence, other than by expiry of the terms set out in Clause 5, the Commission will grant such permissions as may be necessary to own such assets as may be necessary for the provision, maintenance and/or operation of wireless circuits transiting the Licensed Area, which, for technical reasons, are required to be relayed by facilities located in the Licensed Area, provided that no such permission constitutes a Licence to provide a telecommunications service in the Licensed Area, except to the extent that a Licence is otherwise granted pursuant to the Telecommunications Ordinance.
- 6.2 In addition to any relevant provision under the Telecommunications Ordinance, this Licence may be terminated upon notice by the Commission to the Licensee with prior written consent of the Minister:
 - 6.2.1 If the Licensee fails to comply with section 20 of the Telecommunications Ordinance.
 - 6.2.2 Should the Licensee be dissolved or go into liquidation otherwise than for the purpose of solvent reconstruction, or shall become insolvent, or shall cease to carry on a telecommunications business; or
 - 6.2.3 Where the Commission deems that there is, or is likely to be, a risk to national security.

7 SUB-CONTRACTING

- 7.1 Use of a subcontractor shall not relieve the Licensee of any of its obligations under this Licence and nothing under this sub-clause grants to any sub-contractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.

8. REGULATORY FEES

- 8.1 The Licensee shall pay the Regulatory Fees in accordance with section 46 of the Telecommunications Ordinance and the Regulations established thereunder.

8.2 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.

9. INFORMATION REQUIREMENTS

9.1 The Licensee shall furnish to the Commission in such manner and at such times as the Commission may request in writing such information related to the activities of the Licensee under this Licence as the Commission may reasonably require in the performance of its functions.

10. CONFIDENTIALITY

10.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any: -

10.1.1 Confidential, personal and proprietary information obtained in the course of its business from any user, where such information originates from any such user;

10.1.2 Any information regarding usage of a Licensed Network or a Licensed Service; or

10.1.3 Information received or obtained in connection with the operation of a Licensed Network or the provision of a Licensed Service; unless the customer has given his or her consent to such use or disclosure or such disclosure is required under any law.

11. NOTICES

11.1 Notice may be given hereunder by the Minister, the Licensee or the Commission by facsimile, hand delivery or courier and addressed to their respective addressees as follows: -

The Minister: Ministry of Home Affairs, Utilities and Transportation
Grand Turk
Attention: Permanent Secretary
Fax No: (649) 946 2740

The Licensee: AFF installation Limited
#3 Lucille Lightbourne Plaza
Downtown
Providenciales
Attention: Managing Director
Fax No: N/A

The Commission: Turks & Caicos Islands Telecommunications Commission
Business Solution Complex
Providenciales
Attention: Director General
Fax No: (649) 946 1119

11.2 Notices shall be deemed to have been received, in the case of facsimile, at the time of dispatch (or if the day of dispatch is not a business day, on the next following business day); in the case of courier, on the business day after dispatch; and in the case of hand delivery, when delivered (or if the day of delivery is not a business day, on the next following business day).

12. COMPLIANCE AND DISPUTE RESOLUTION

- 12.1** The Minister and the Commission may, where the Licensee has violated any provision of the Telecommunications Ordinance or the Regulations, or breached any provision of this Licence, take any action authorised by law.
- 12.2** If the Licensee disputes any action taken or not taken by the Minister or the Commission with respect to this Licence, the Licensee may pursue such rights as it has under sections 54 and 55 of the Telecommunications Ordinance, the Regulations or any other law.

13. GOVERNING LAW

- 13.1** This Licence shall be construed and interpreted in accordance with the laws of the Turks and Caicos Islands; and all matters relating hereto shall be determined by the courts of the Turks and Caicos Islands.

14. LICENSEES OBLIGATIONS TO USERS

- 14.1** The Licensee shall, in accordance with the Telecommunications Ordinance, take such steps as are necessary to ensure that, in relation to its Licensed Services, users can reasonably and reliably have access to information services to assist them with queries relating to the Licensed Services, including fault reporting, billing and directory assistance.
- 14.2** The Licensee shall, no later than three (3) months after the Commencement Date, develop, implement and publish procedures for responding to complaints from and disputes with users related to statements of charges and to prices, and 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.
- 14.3** The Licensee shall be subject to the Commission's procedures for resolving such complaints from and disputes with users as are submitted to the Commission, where such disputes arise out of the Licensee's exercise of its rights and obligations under this Licence.
- 14.4** The Licensee shall publish both the prices and the terms and conditions for its Licensed Services no less than annually and, in addition, upon any change thereof, in such manner as the Commission may prescribe.
- 14.5** The Licensee shall, no later than three (3) months after the Commencement Date, submit to the Commission forms of its standard customer agreements, containing the terms and conditions for the provision of Licensed Services to users and shall, thereafter, file annually with the Commission, all forms of standard customer agreements for the provision of Licensed Services.
- 14.6** The Licensee may from time to time modify its standard customer agreements and shall notify the Commission and users of such modification.
- 14.7** The standard customer agreements and any modifications made under Clause 14.6 shall be compliant with the Telecommunications Ordinance 2014 and Regulations and any other applicable laws. In the event that the standard customer agreements or modifications do not comply with the Telecommunications Ordinance 2014 and Regulations and any other applicable laws, the Commission shall instruct the Licensee to make the appropriate amendments. Such amendments shall be notified to users in accordance with Clause 14.6.

SPECIFIC CONDITIONS APPLICABLE TO THE LICENCE

- 15.1.** The Licensee shall ensure that its use of the unlicensed (ISM) spectrum bands or radiocommunication apparatus used in conjunction with the licensed service does not cause harmful interference to any other licensed radiocommunication service or radiocommunication apparatus.
- 15.2.** The Licensee shall use the ISM spectrum in accordance with the Turks and Caicos National Frequency Allocation Plan and its applicable footnotes.
- 15.3.** The Licensee shall use the ISM spectrum on a shared basis. This licence does not grant any exclusive rights to utilize the ISM spectrum in relation to the provision of the Licensed Service.
- 15.4.** The Licensee shall ensure that its radiocommunication apparatus are adequately protected from interference that may be caused by other radiocommunication stations and apparatus operating in the same geographical area or radio frequency band, or in adjacent geographical areas or frequency bands.
- 15.5.** The Licensee shall ensure that its use of the authorized ISM spectrum, radiocommunication station or radiocommunication apparatus does not cause any danger to the public.
- 15.6.** The Licensee shall ensure that its radiocommunication service and apparatus complies with relevant Technical Conditions.
- 15.7.** The Licensee shall obtain all consents and approvals required under the Turks and Caicos Island laws before the commencement of any installation of its radiocommunication station or apparatus.
- 15.8.** The Licensee shall ensure that use of the ISM spectrum and radiocommunication apparatus does not cause disruptive interference to other wireless networks and systems, to the effect that the communications, function and operation of these systems are not severely limited or impaired.
- 15.9.** Where the Licensee's radiocommunication station or apparatus causes the emission of harmful interference or causes any other radiocommunication station or apparatus to emit harmful interference, the Licensee shall take such steps as the Commission may direct to remove the source of such harmful interference and furnish such information as the Commission may request concerning the interference. Before making a direction, the Commission may consult the Licensee or any other person that it considers may be affected by the direction.
- 15.10.** The Licensee shall investigate immediately upon being notified in writing by the Commission any complaint alleging that harmful interference has been, is being or is about to be emitted by its radiocommunication station or apparatus.
- 15.11.** The Licensee shall ensure that all persons using its radiocommunication apparatus are made aware of the conditions of this Licence and comply with those conditions.
- 15.12.** The Licensee shall keep accurate, up to date and detailed records of the operation of its radiocommunication apparatus and shall make this information available, promptly and without charge to the Commission.

- 15.13. The Licensee shall notify the Commission of any proposed material change to its radiocommunication station or apparatus and shall provide such information as the Commission may require for the purpose of assessing the effect of such change.
- 15.14. Upon receiving reasonable prior notice, the Licensee shall allow the Commission to inspect its radiocommunication station or apparatus and shall provide such assistance as the Commission may require verifying that the radiocommunication station or apparatus are in compliance with the conditions of this Licence.
- 15.15. The Licensee shall exhibit all notices and instructions given to it by the Commission at its radiocommunication station.

ANNEX A

LICENSED SERVICES

1. The Licensee is authorized to provide the following telecommunications services within the 2.4 GHz & 5 GHz unlicensed frequency bands (2400 – 24835 MHz; 5725- 5850 MHz).
 - a. Fixed Wireless Internet Services
 - b. Mobile Wireless Internet Services

ANNEX B

LICENSED NETWORKS

1. The licensee is authorized pursuant to this licence to establish, own and operate telecommunications facilities necessary for the deployment of a telecommunications network using unlicensed spectrum (ISM) to provide the Licensed Services.
2. The Licensee may use switched or packet technology or any other form of telecommunications transmission or any combination thereof to provide the Licensed Services.
3. The Licensee's network facilities shall include fixed transceivers and base stations installed in a Point-to-Multipoint (PTMP) configuration to provide the Licensed Services.

ANNEX C

TECHNICAL SPECIFICATIONS

The Licensee shall conform to all relevant national and international standards for the operation of the radiocommunication apparatus used in the provision of the Licensed Service.

ATTESTATION CLAUSES

Signature:



Goldray Ewing, Minister responsible for Communications.

Date: 22nd day of January 2020



Accepted on behalf of **AFF Installation Limited**

Signature:



Name:

Grialdia V. PRATT

Capacity:

CEO

Date: 20th day of January 2020