

TELECOMMUNICATIONS NETWORK LICENCE [SECTION 13 OF THE TELECOMMUNICATIONS ORDINANCE 2021]

ISSUED TO: CABLE AND WIRELESS (TCI) LIMITED

ISSUE DATE: 21 November, 2023

Commencement Date: January 26, 2021

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This FULL TELECOMMUNICATIONS NETWORK LICENCE (FTNS) is granted by the Minister responsible for Communications ("the Minister", which expression shall include his successors) on the recommendation of the Telecommunications Commission of the Turks and Caicos Islands to CABLE AND WIRELESS (TCI) LIMITED, a company duly incorporated in the Turks and Caicos Islands ("the Licensee", which expression shall include its permitted successors and assigns).

1. **AUTHORITY AND CITATION**

- This Licence is issued by the Minister to the Licensee in accordance with Section 1.1 13 (Grant of licence) of the Telecommunications Ordinance, on terms and conditions as recommended by the Commission.
- The Licensee is also subject to the other applicable provisions in the 1.2 Telecommunications Ordinance, the Regulations, Commission Decisions and other applicable TCI laws.
- The Minister exempts the Licensee pursuant to Section 9(3) of the 1.3 Telecommunications Ordinance from the restrictions imposed by Section 9(1) thereof as set forth in Annex D.
- This Licence may be cited as the CABLE AND WIRELESS (TCI) LIMITED 1.4 Telecommunications Network Licence 2021.

2. INTERPRETATION

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

"Commencement Date" means the date on which this Licence comes into

force:

means the Telecommunications Commission of the "Commission"

Turks and Caicos Islands established under Section

3 of the Telecommunications Ordinance;

means a written decision issued by the Commission; "Commission Decision"

Telecommunications Competition "Competition Guidelines" means the

Guidelines 2017, issued by the Commission, as

amended from time to time:

means the Department of Disaster Management and "DDME"

Emergencies;

means the Emergency Preparedness Agreement; "EPA"

means the Telecommunications (Fee Structure) "Fee Structure Regulations"

Regulations, 2022;

means causes that are beyond the Licensees "Force Majeure"

reasonable control, including, but not limited to war, warlike operations, terrorist activities, civil commotion, currency fluctuations, strikes, fire, flood, tempest, or disaster, epidemics, pandemics or acts or failure to act of any governmental authority;

means the Government of the Turks and Caicos "Government"

Islands;

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"Interconnection Regulations"

means the Telecommunications (Interconnection

and Access to Telecommunications Facilities)

Regulations, 2005;

"Issue Date"

means the date upon which this Licence was signed

by the Minister;

"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:

"Licensee"

means CABLE AND WIRELESS (TCI) LIMITED,

a company duly incorporated in the Turks and Caicos

Islands;

"Minister"

means the Government Minister responsible for

Communications;

"Numbering Regulations"

means the Telecommunications (Numbering)

Regulations, 2005;

"Pricing Regulations"

means the Telecommunications (Pricing)

Regulations, 2005;

Commission

"Regulations"

means regulations made pursuant the

Telecommunications Ordinance;

"Regulatory Fees"

means the fees payable by the Licensee to the

Section 47 of

Telecommunications Ordinance;

under

"Telecommunications

Ordinance"

"TEPRP"

means the Telecommunications Ordinance 2021;

Telecommunications means the Emergency

Preparedness and Response Policy; and

"Universal Service Regulations"

means the Telecommunications (Universal Service and Public Telecommunications) Regulations, 2005.

- Any word, phrase or expression used in this Licence shall, unless the context 2.2 requires otherwise, have the same meaning as it has in the Telecommunications Ordinance and Regulations.
- Words importing the singular shall include the plural and vice versa. All references 2.3 to legislation and legislative instruments, including all those listed under Clause 2.1 above, shall be deemed to refer to such legislation and legislative instruments as amended or re-enacted from time to time.
- Where there is any conflict between the provisions of this Licence and the 2.4 Telecommunications Ordinance and Regulations, the provisions of the Telecommunications Ordinance and Regulations, as the case may be, shall prevail.

GRANT 3.

- The Licensee is hereby granted authorization to establish and operate the Licensed 3.1 Networks and to provide the Licensed Services by means of the Licensed Networks to any person within the Licensed Area.
- This Licence supersedes all previous licences and authorizations granted to the 3.2 Licensee by the Government.
- In no event does this Licence grant any exclusive right to operate any 3.3 telecommunications network or to provide any telecommunications service.
- 3.4 For the avoidance of doubt, nothing in this License grants the Licensee the right to establish or operate any telecommunications network or provide any telecommunications service other than as set forth in the Telecommunications Ordinance, the Regulations, or this License.

4. **SCOPE**

- The Licensee is authorized to connect the Licensed Networks to any: -4.1
 - Telecommunications network operated under a licence granted under the Telecommunications Ordinance:
 - 4.1.2 Telecommunications network outside the Licensed Area;
 - 4.1.3 Telecommunications apparatus in accordance with applicable requirements;
 - Terminal equipment approved for connection in accordance with the 4.1.4 Telecommunications Ordinance.

DURATION OF LICENCE 5.

This Licence is granted for a period of fifteen (15) years from the Commencement 5.1 Date unless earlier revoked in accordance with a condition contained in the Licence or under the Telecommunications Ordinance.

TERMINATION 6.

- 6.1 In the event of termination of this Licence, other than by expiry of the term 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 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.
- In addition to any relevant provision under the Telecommunications Ordinance, this 6.2 Licence may be terminated upon notice by the Commission to the Licensee with prior written consent of the Minister:-
 - If the Licensee fails to comply with Section 20 of the Telecommunications Ordinance: or
 - Should the Licensee be dissolved or go into liquidation otherwise than for 6.2.2 the purpose of solvent reconstruction, or shall become insolvent, or shall cease to carry on a telecommunications business; or
 - Where the Commission determines in writing that there is, or is likely to be, a risk to national security.

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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 subcontractor any right to provide telecommunications services or operate any telecommunications network under the Telecommunications Ordinance.
- 7.2 Any subcontractor's contract shall provide that the subcontractor agrees to comply with the terms and conditions of this Licence, Regulations, and the Telecommunications Ordinance.

8. FEES

- 8.1 The Licensee shall pay the prescribed Network or Service Fees in accordance with Section 12 of the Telecommunications Ordinance and the Fee Structure Regulations.
- 8.2 The Licensee shall pay the Regulatory Fees in accordance with Section 47 of the Telecommunications Ordinance and the Fee Structure Regulations.
- 8.3 Regulatory Fees shall be paid on the anniversary of the Commencement Date of this Licence.
- 8.4 The Licensee shall pay to the Commission any penalties and interest that may be imposed on the Licensee by the Commission for failure to make any payment due under this Licence and for any other contraventions of this Licence, Telecommunications Ordinance or Regulations.
- 8.5 The Licensee shall pay any relevant fees payable in accordance with the Telecommunications Ordinance and the Regulations with respect to numbers issued to the Licensee.

9. EMERGENCIES

- 9.1 The Licensee shall provide access to emergency telecommunications services and related services pursuant to the Telecommunications Ordinance and the Universal Service Regulations.
- 9.2 In addition, the Licensee shall provide other emergency-related telecommunications services, as the Commission may determine in writing.

9.3 The Licensee shall:

- 9.3.1 Adhere to all polices and requirements set out in the TEPRP and EPA, as established by the Commission;
- 9.3.2 Adhere to all polices and requirements set out in the National Disaster Management Plan and Sub-Plans, as established by DDME; and
- 9.3.3 Pursuant to paragraph 82 of the TEPRP, submit its own Disaster Preparedness Report to the Commission and complete all specified prehurricane season preparations every year by April 30th of each year.

10. DOMINANCE

- 10.1 For purposes of this Licence, the Licensee is dominant in the telecommunications services specified in Annex A.
- 10.2 For purposes of this Licence, the Licensee is dominant in the telecommunications networks specified in Annex B.

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- 10.3 In addition, pursuant to the Telecommunications Ordinance and following the Competition Guidelines, the Commission may designate the Licensee as dominant in relation to the provision of some or all telecommunications networks and services in the Licensed Area.
- 10.4 Pursuant to the Telecommunications Ordinance and following the Competition Guidelines, the Licensee may apply to the Commission to have any of its Licensed Services or Licensed Networks in any geographic or service market be redesignated as non-dominant.
- 10.5 Pursuant to the Telecommunications Ordinance and the Regulations, the Commission may establish by Commission Decision specific obligations applicable to the Licensee in relation to its telecommunications services and/or networks that are designated as dominant and may amend the Licence to include additional terms and obligations in accordance with Sections 17 and 18 of the Telecommunications Ordinance.

11. PRICE REGULATION

11.1 Pursuant to the Telecommunications Ordinance, Regulations and following the Competition Guidelines, the Commission may establish by Commission Decision price regulations applicable to the Licensee in relation to its telecommunications services and/or networks that are designated as dominant.

12. UNIVERSAL SERVICE

12.1 The Licensee shall be subject to the universal service-related provisions set out in the Telecommunications Ordinance and the Universal Service Regulations.

13. LICENSEE'S OBLIGATIONS TO USERS

- 13.1 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 installation, fault reporting, billing and directory assistance.
- 13.2 The Licensee may provide (directly or indirectly), to all subscribers of its public telephone services, a directory of listings of telephone numbers of its subscribers in hard copy (such as paper or other media) and/or soft copy formats, without charging any persons listed therein for such listing.
- 13.3 The Licensee may also publish yellow pages, business directories or other specialised directories, and may charge for listings and any paid advertisements therein.
- 13.4 The Licensee shall have in place 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.
- 13.5 The Licensee shall be subject to the procedures established by the Commission 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.
- 13.6 The Licensee shall have in place standard customer agreements, containing the terms and conditions for the provision of Licensed Services to users and shall, thereafter, file annually with the Commission, any forms of standard customer

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- agreements for the provision of Licensed Services that are either new or have changed relative to the previous year.
- The Licensee shall notify all users of Licensed Services of the terms and conditions 13.7 of the applicable standard customer agreements in the manner specified by the Commission and shall thereafter provide Licensed Services based upon the applicable agreement.
- The Licensee may from time to time modify its standard customer agreements and 13.8 shall notify the Commission and users of such modification.
- The standard customer agreements and any modifications made under Clause 13.6 13.9 shall be compliant with the Telecommunications Ordinance and Regulations and any other applicable laws. In the event that standard customer agreements or modifications thereof do not comply with the Telecommunications Ordinance 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 13.6.
- 13.10 Prices charged by the Licensee to users of Licensed Services shall be fair and reasonable and shall not discriminate unduly among similarly situated persons, including the Licensee and any body corporate with which it is affiliated.
- 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.
- 13.12 Prices published by the Licensee for Licensed Services shall take effect upon such date after publication as the Licensee shall specify.
- 13.13 The Licensee shall be subject to the Quality of Service provisions set out in the Telecommunications Ordinance and the Universal Service Regulations.

NUMBERING 14.

- The Licensee shall operate its Licensed Networks and provide its Licensed Services 14.1 in accordance with the numbering provisions set out in the Telecommunications Ordinance and the Numbering Regulations.
- The Licensee shall be entitled to use numbers that it has been authorized to use as 14.2 of the Commencement Date, as set out in Annex C, subject to any changes required in accordance with the Telecommunications Ordinance.

NON-DISCRIMINATION AND FAIR COMPETITION PRACTICES 15.

- The Licensed Networks shall be operated, and the Licensed Services shall be 15.1 provided, by the Licensee on an arm's length commercial basis with respect to the Licensee and any and all of the bodies corporate with which it is affiliated. This Clause shall not prevent the Licensee from negotiating favourable accounting and settlement rates for public telephone services with any body corporate with which it is affiliated in any other jurisdiction, for the benefit of users in the Turks and Caicos Islands, provided that the Licensee, and any of its affiliates, make such rates available to similarly situated third parties in the Turks and Caicos Islands with which the Licensee, or such affiliates, have entered into arrangements to exchange or terminate international telephone traffic.
- In providing the Licensed Services and transmitting communications the Licensee 15.2 shall not discriminate as between similar types of users and shall offer the Licensed Services on the same terms and conditions to similar types of users.

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- 15.3 The Licensee shall permit the attachment of customer premises equipment that is compliant with Part V (Technical Regulation) of the Telecommunications Ordinance to its Licensed Networks in a non-discriminatory manner.
- 15.4 The Licensee shall not engage in anti-competitive conduct, including pricing and marketing practices and/or agreements, whether by act or omission, which have, or is intended to or likely to have, the effect of unfairly lessening or preventing competition in one or more markets. The Licensee shall refrain from using revenues or resources from a Licensed Network or Licensed Service in respect of which the Licensee is dominant to cross-subsidise unfairly any other telecommunications network or telecommunications service, without the prior written approval of the Commission. The Competition Guidelines set out the procedures the Commission shall follow to investigate and review whether any specific conduct raises anti-competitive concerns, and if so, to impose corresponding remedies and penalties as may be applicable under the Telecommunications Ordinance or Regulations.
- 15.5 Any personal information that the Licensee obtains from or about a user in connection with the operation of a Licensed Network or the provision of a Licensed Service may be used in connection with the operation of such Licensed Network or the provision of such Licensed Service.
- 15.6 The Licensee may only cease provision of any telecommunications service as a remedy for non- or partial payment by the user of that service of amounts on the same bill for other telecommunications services provided by the Licensee, or any of its affiliates, provided that any amounts paid are insufficient to meet the debt owed for that service. Any amounts paid by the user to service his debt shall be applied as prescribed by the user and where not prescribed shall be applied to the user's oldest debt.
- 15.7 The Licensee shall account for costs and keep such books of accounts and, where the Telecommunications Ordinance and/or the Regulations prescribe the manner in which such books are to be kept, shall keep such books of accounts in accordance with the Telecommunications Ordinance and/or such Regulations.
- 15.8 The Licensee shall refrain from impairing or terminating the telecommunications service provided to a user during a bona fide dispute, without the prior written approval of the Commission, except that the Licensee may:
 - 15.8.1 in respect of a billing dispute, collect from any such user amounts that are not in dispute;
 - 15.8.2 in respect of customer premises equipment attached to any Licensed Network in contravention of the Telecommunications Ordinance, disconnect any equipment that is unsafe for a user, is not in compliance with international standards or that poses a risk of physical harm to such Licensed Network; and
 - 15.8.3 enforce the terms of its user agreement, provided that such terms do not incorporate matters that are the subject of any Regulations.

16. INTERCONNECTION

- 16.1 With respect to the Licensed Services and Licensed Networks for which the Licensee has been designated as dominant, the Licensee shall provide interconnection services, network unbundling and access to its facilities in accordance with the Telecommunications Ordinance and the Interconnection Regulations.
- 16.2 The Commission may establish by Commission Decision obligations relating to the regulation of wholesale prices applicable to dominant telecommunications services and/or networks, pursuant to the Telecommunications Ordinance and the Interconnection Regulations.

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17. INFORMATION

- 17.1 The Licensee shall provide the Commission with such relevant accounting, financial, costs, technical and other information concerning any Licensed Networks or Licensed Services as the Commission may reasonably request in writing to enable the Commission to carry out its functions under the Telecommunications Ordinance.
- 17.2 Subject to Clause 17.1, the Licensee shall provide to the Commission their financial information including annually a final audited profit and loss and balance sheet in accordance with Sections 7, 14(c) and (g) of the Telecommunications Ordinance and the Regulations, which information shall be kept confidential by the Commission.

18. CONFIDENTIALITY

- 18.1 The Licensee shall maintain the confidentiality of, and refrain from using or disclosing, any: -
 - 18.1.1 Confidential, personal and proprietary information obtained in the course of conducting its business from any user, where such information originates from any such user;
 - 18.1.2 Any information regarding usage of a Licensed Network or a Licensed Service; or
 - 18.1.3 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.

18.2 Notwithstanding Clause 18.1, the Licensee is permitted to use information to operate its Licensed Networks or Licensed Services, bill and collect charges, protect its rights or property or prevent users or other operators or providers from the fraudulent use thereof.

19. RIGHTS OF ACCESS

19.1 Subject to the Telecommunications Ordinance, the Regulations or any law, the Licensee shall have such rights of way to public roads or other public grounds to operate the Licensed Networks.

20. FORCE MAJEURE AND SERVICE INTERRUPTIONS

- The Licensee shall not be in breach of this Licence, if and solely to the extent that it is prevented from fulfilling its obligations by reason of Force Majeure.
- 20.2 If, at any time, the Licensee anticipates that any Licensed Network or Licensed Service will become, or a Licensed Network or a Licensed Service becomes, interrupted for any significant period (where period means a period in excess of three (3) hours during any business day), the Licensee shall give notice to all affected persons, including subscribers and other operators of telecommunications networks and providers of telecommunications services, by all reasonable means, including by publication, radio or television announcement or individual notification, whichever is appropriate.
- 20.3 The Licensee shall notify the Commission of any Licensed Network or Licensed Service outage lasting more than thirty (30) minutes as soon as possible, but no later than twenty-four (24) hours after the time the outage began.

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20.4 During a period of interruption, the Licensee shall use all reasonable endeavours to provide service on a provisional basis.

21. NOTICES

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

The Minister:

Ministry of Home Affairs, Transportation, Broadcasting,

Energy and Utilities and Telecommunications Commission

Franklyn Missick Building

Mission Folly Grand Turk

Turks and Caicos Islands

TKCA 1ZZ

Attention: Permanent Secretary

Fax No: N/A Email:

The Licensee:

Cable and Wireless (TCI) Limited

P.O. Box 78

1044 Leeward Highway

Providenciales

Turks and Caicos Islands

TKCA 1ZZ

Attention: Country Manager Fax No: (649) 941-3051

Email:

The Commission:

Turks & Caicos Islands Telecommunications Commission

P.O. Box 203

872 Leeward Highway Business Solutions Bldg.

Providenciales

Turks and Caicos Islands

TKCA 1ZZ

Attention: Chairman of Commission

Fax No: (649) 946-1119

Email: info@tcitelecommission.tc

or any other address, email, or fax number of which the Minister, the Licensee or the Commission shall have notified the other of them in writing.

21.2 Notices shall be deemed to have been received, in the case of email or 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 island of Providenciales), 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).

22. COMPLIANCE AND DISPUTE RESOLUTION

- 22.1 The Licensee shall comply with the terms of this Licence, including the Annexes.
- 22.2 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 authorized by law, including suspension and revocation of the Licence where applicable.
- 22.3 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.

23. SURRENDER OF LICENCE

23.1 The Licensee may surrender the Licence at any time providing the Licensee provides the Commission with at least one hundred and eighty (180) days' notice prior to the date on which the Licence is to be surrendered. Surrendering of the Licence may not result in a refund of fees paid to operate the licenced networks or licenced services authorized under the Licence.

24. GOVERNING LAW

24.1 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.

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ANNEX A LICENSED SERVICES

- 1. The Licensee is authorised pursuant to this Licence to provide the following domestic and international telecommunications services, without regard to transmission or network technology:
 - a. Fixed and mobile telephony services;
 - b. Fixed and mobile data and messaging services;
 - c. Fixed and mobile Internet services; and
 - d. Any other services defined as telecommunications services.
- 2. For purposes of this Licence, the Licensee is designated as dominant with respect to the following telecommunications services:
 - a. Domestic and international telephony services provided over the Licensee's fixed network.
 - b. Domestic and international leased line services provided over the Licensee's fixed network.
 - c. Domestic and international call termination services provided on the Licensee's fixed and mobile networks.

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ANNEX B LICENSED NETWORKS

- 1. The Licensee is authorised pursuant to this Licence to establish, own and operate all telecommunications facilities necessary to provide the fixed and mobile telecommunications services listed in Annex A, without regard to transmission or network technology.
- 2. The Licensee's network facilities, which may be augmented and updated over time, can include, but are not necessarily limited to, the following elements:
 - a. Fixed and mobile telephone exchanges and radio base stations;
 - b. Internet services provision equipment; and
 - c. Interconnection links to national and international telecommunications exchanges and Internet services gateways to provide national and international connectivity to other licensed networks.
- 3. In relation to the construction of any telecommunications network facilities or infrastructure as listed in Clause 1 or otherwise (including by erecting or installing transmission towers, poles, ducts and other associated facilities, or carrying out any road works as provided by the Telecommunications Ordinance), the Licensee must comply with any applicable enactments and obtain all required permissions and approvals.
- 4. For purposes of this Licence, the Licensee is designated as dominant with respect to the following telecommunications networks in Turks and Caicos Islands:
 - a. Domestic fixed telephony network, including with respect to the termination of domestic and international call traffic.
 - b. Domestic mobile telephony network, solely relating to the termination of domestic and international call traffic.

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ANNEX C AUTHORISED NUMBERS

Subject to review by the Commission, the Licensee is issued the following number allocations:

COC Codes

- 231-XXXX Mobile
- 232-XXXX Mobile
- 239-XXXX Mobile
- 241-XXXX Mobile
- 242-XXXX Mobile
- 243-XXXX Mobile
- 244-XXXX Mobile
- 245-XXXX Mobile
- 246-XXXX Mobile
- 247-XXXX Mobile
- 431-XXXX Mobile
- 432-XXXX Mobile
- 433-XXXX Mobile
- 441-XXXX Mobile
- 442-XXXX Mobile
- 443-XXXX Mobile
- 444 Audiotext services
- 445 Audiotext service
- 446 Audiotext services
- 266 Dial-up Internet Service
- 941 Public switched telephone network
- 946 Public switched telephone network

Short Codes for PSTN

- 110 National Operator Assistance
- 112 Fault Reports
- 115 International Operator Assistance
- 117 Paging
- 118 Local Directory Assistance
- 119 Customer Services
- 911 Police/Fire/Ambulance
- 999 Police/Fire/Ambulance
- 411 Local Directory Assistance
- 010 International Operator
- 811 Customer Service
- 238 SMS text message
- 77 Voicemail
- 1 800 2455 Bill Enquiries
- 1 800 8477 Crime Stoppers
- 1 900 932 Internet Access
- 638 Internet Support Centre

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Short Codes for Mobile

611 Fault Reports

Inbound Toll free Number Matrix

744 (Subject to review)

Co Code 900 Prime Number Matrix Service

222 900 Service (Subject to review)

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ANNEX D TURKS AND CAICOS ISLANDER CONTROL EXEMPTION

The exemption to section 9(1) of the Telecommunications Ordinance "Islander control" requirement is hereby granted to Cable and Wireless (TCI) Limited under section 9(3) of the Telecommunications Ordinance by the Minister responsible for Telecommunications without any conditions attached or implied.

ANNEX E ATTESTATION CLAUSES

| Signature: |
|---|
| Name: HON OTIS C MORRIS |
| Minister responsible for Communications. |
| |
| |
| Accepted on behalf of Cable & Wireless (Turks & Caicos) Limited |
| Signature: |
| Name: JOANNE MISSICK |
| Capacity: COUNTRY MANAGER |
| Date: GTH day of HOVEMBER 2023 |