

## DIGICEL BERMUDA ORDER FORM

USED FOR THE ORDERING OF ALL EQUIPMENT FROM DIGICEL BERMUDA

EQUIPMENT DELIVERY NAME / ADDRESS (THIS SECTION MUST BE COMPLETED IN FULL)		
Employee Name:		
Job Title:		
Account No:		
Section:		
Business Unit#:		
Department:		
PLEASE INDICATE THE TYPE OF ORDER REQUIRED AND THE REQUIRED CONNECTION PROCESS		
ORDER TYPE		
New Connection:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Sim Card Request:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Upgrade:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Replacement:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Cellphone Number:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Previous Phone Type:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Lost/Damaged/Not Working:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
TYPE OF PHONE		
Samsung Galaxy Tab 4 / 1 Year	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Samsung Galaxy Tab 4 / 2 Year	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Samsung Galaxy Tab 4 / 3 Year	<input type="checkbox"/> Yes	<input type="checkbox"/> No
VOICE PLAN		
Corp 200/250MB	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Corp 200/1GB	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Corp 200/3GB	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Corp 200/5GB	<input type="checkbox"/> Yes	<input type="checkbox"/> No
DATA ONLY PLAN		
250MB	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1GB	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5GB	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Driver Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## YAWPA – DIGICEL PARTNER PRICING

DATA ONLY PLANS					
PLAN	1-50 USERS	51-100 USERS	101-200 USERS	200+ USERS	OVERAGE/MB
250MB	\$25	\$24	\$23	\$22	\$0.03
1GB	\$30	\$29	\$27	\$26	\$0.03
5GB	\$50	\$49	\$46	\$44	\$0.03

VOICE AND DATA PLANS					
PLAN	COST	TOTAL MINS.	ON NET MINS.	OFF NET MINS.	DATA
250MB	\$70	300	200	100	250MB
1GB	\$75	300	200	100	1GB
3GB	\$80	300	200	100	3GB
5GB	\$95	300	200	100	5GB

HARDWARE (DATA ONLY PLANS)		
DEVICE	TERM	COST
Samsung Galaxy Tab 4	1 Year	\$250
Samsung Galaxy Tab 4	2 Year	\$150
Samsung Galaxy Tab 4	3 Year	\$100

HARDWARE (VOICE AND DATA ONLY PLANS)		
DEVICE	TERM	COST
Samsung Galaxy Tab 4	1 Year	\$200
Samsung Galaxy Tab 4	2 Year	\$100
Samsung Galaxy Tab 4	3 Year	\$0

## TERMS & CONDITIONS

### DIGICEL CONTRACT FOR MOBILE TELEPHONE SERVICE SUMMARY OF TERMS

#### 1. Agreement

Sets out your consent to the terms, process of changes and variations to the terms and how you will be notified or such changes.

#### 2. Rebate Policy

Sets out the terms of use of any rebate products you may have been signed up to.

#### 3. Information Disclosure

Sets our instances when Digicel may disclose your information or may refuse to do so.

#### 4. Provision of Services

Sets out instances when Digicel's services may be unavailable.

#### 5. Fair Usage Policy

Sets out measures Digicel may take to ensure your use of our services does not affect the network and other users.

#### 6. Service Charges

Sets out Digicel's right to amend tariffs and how any changes will be communicated to you.

#### 7. Digicel Bermuda Mobile Numbers

Sets out Digicel's right to mobile numbers allocated you.

#### 8. Mobile Telephone Directory & Caller ID

Informs you that Digicel may display you telephone number on receiving handsets.

#### 9. Roaming

Sets out how International Roaming works.

#### 10. Credit Check Consent And Reporting Authorization

Set's out Digicel's right to conduct credit checks and the time frame within which you should pay for the services, reconnection charges in the event of disconnection.

#### 11. Payment

Sets out interest payable in the event of payment default, where applicable.

#### 12. Foreign Currency Transaction

Sets out Digicel's right to bill in Bermuda currency and your obligation to pay in Bermuda currency.

#### 13. SIM Card

Sets out instances in which Digicel may replace your SIM card.

#### 14. Handsets

Sets out Digicel's right to certain handsets.

#### 15. Reporting Responsibility

Sets out you responsibility with regard to your handset and SIM card.

#### 16. Settling Disputed Charges

Sets out your right to raise disputes relating to your invoice.

#### 17. Customer Obligations

Sets our your obligation including providing proof of your identity when signing up for the service, use of equipment, and how to deal with stolen equipment supplied to you by Digicel.

#### 18. Package Transfer , Suspension & Termination

Sets out the term of the Agreement, termination, suspension and temporary deactivation of service.

#### 19. Exclusion of Liability

Sets out instances in which Digicel will not be liable including acts beyond its control.

#### 20. Technology changes

Sets out how new technology changes will impact you.

#### 21. Service modifications

Sets out how we will treat you in the event that a Service or Plan is no longer available.

#### 22. On Demand Terms and Conditions

Sets out some services that you may be required to order separately as they do not form part of this Agreement.

#### 23.Unenforceability

Sets out how to treat invalid, illegal, or unenforceable clauses.

#### 24. Claims

Sets out liability in the event that you are in violation of the contract

#### 25. Customer Information

Sets out Digicel's privacy policy.

#### 26. Trademarks

Sets out Digicel's right to its intellectual property.

#### 27. Headings

Confirm that heading are for convenience only.

#### 28. Governing law

Sets out the law governing the contract between you and Digicel.

### Digicel Bermuda Terms and Conditions of Contract Mobile Telephone Service

#### 1. Agreement

These Terms and Conditions shall govern the relationship between Telecommunications (Bermuda and West Indies) Ltd trading as Digicel Bermuda (hereinafter referred to "Digicel Bermuda", "we", "us" "our" and "the company") and the subscriber (hereinafter referred to as "you", "your", "the customer") of Mobile Telephone Service (hereafter referred to as "Service(s)", "Digicel Mobile Service") and shall constitute legal and binding obligations on the parties once we have accepted your Application for the Provision of Mobile Telephone Service. Your application /order form shall form part of these Terms and Conditions. Connection and activation are subject to satisfactory risk assessment, credit rating and/or receipt of a deposit. Where applicable, the minimum deposit amount required will be determined at the sole discretion of Digicel Bermuda. These Terms and Conditions annul all prior understandings between you and us. By using Services, you have agreed to these Terms and Conditions. We reserve the right to amend or unilaterally change any of Digicel Mobile Service products and/or Digicel Mobile Service services and/or the Terms and Conditions of this Agreement subject to notifying you of such amendments. Such notification may be by way of advertisement in the national media and/or our website. When we give notice to the main account holder, notice to all users shall also be deemed effected. If Service is used after notice of amendment, then it shall be deemed accepted and the Terms and Conditions of this Agreement shall be applicable. You and all the users under your account are jointly and severally liable for performing all of the obligations under this Agreement.

#### 2. Rebate Policy

If you took advantage of the one-time offer to obtain a rebate for a cellular phone that meets specified requirements, you, in signing the rebate receipt, assume all liabilities associated with the phone that was traded in and have indemnified Digicel Bermuda from any third party claims.

#### 3. Information Disclosure

We reserve the right to refuse any request for account information where we are unable to verify that the requester is in fact the account holder, authorized contact or user of the account. The company may however, disclose any information about you and your accounts: to any authorized personnel or third party; in response to credit inquiries; if the company, in its discretion, deems such

disclosure necessary or desirable; pursuant to legal process or subpoena; if disclosure is necessary to protect the company's interests and as disclosed in our Privacy Policy. The company shall not become liable by reason of the giving of such information of it being inaccurate or incomplete. In addition, you agree that we may contact any person or reference provided by you to verify accuracy of account details.

#### 4. Provision of Services

Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our Services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects in the Network.

#### 5. Fair Usage Policy

Where applicable, this Fair Use Policy applies to our Services (unless we have specifically stated otherwise) to ensure that all our customers are able to access our Services. We may apply this Fair Use Policy where in our reasonable opinion your usage of the Service is excessive and/or unreasonable as detailed in this clause. We have developed this Fair Use Policy by reference to average customer profiles and estimate customer usage of our Services. If your usage of a particular Service materially exceeds estimated use patterns over any month or is inconsistent with normal usage patterns, then your usage will be excessive and/or unreasonable. If your usage is excessive and/or unreasonable we may contact you to advise you that your usage is in breach of our Fair Use Policy. We may then request that you stop or alter your usage to come within our Fair Use Policy. If your excessive or unreasonable usage continues after we ask you to stop or alter the nature of such usage, we may without further notice, suspend, modify or restrict your use of the Service(s) or cancel your access to the Service(s).

#### 6. Service Charges

The company's tariffs, for the Service, as amended from time to time, also form part of the Agreement. Such tariffs may include in addition to our cost, other charges, fees as from time to time may be applicable, levied or charged from third party providers, in addition to the company's tariffs. We reserve the right to alter such tariffs and will notify the Customer of such a changes by 30 days' notice in writing and/or via national media and/or via our website.

#### 7. Digicel Bermuda Mobile Numbers

Digicel Bermuda has proprietary rights to any mobile number allocated to you. We reserve the right at any time to alter or replace a mobile number allocated to you or any other name, code or number whatsoever associated with our Service.

#### 8. Mobile Telephone Directory & Caller ID

Unless indicated on Application or otherwise specified in writing, our Network may allow the display of your telephone number in our telephone directory and on receiving handsets.

#### 9. Roaming

International roaming makes use of third party providers. Any billable incident which occurs while roaming will incur roaming charges in addition to the company's cost. Billable incidents include, but are not limited to: placing an outgoing call, accepting an incoming call, checking voicemail, receiving a voicemail (even if the voicemail is not checked), receiving an email or an instant message (even if these are not read), sending an email or instant message, browsing, sending SMS, and receiving SMS. Airtime, SMS, and data used while roaming are not included in the Customer's monthly plan and therefore will not be deducted from the Customer's monthly plan. Digicel reserves the right to provide roaming service based on credit rating and credit history.

#### 10. Credit Check Consent And Reporting Authorization

I authorize any person, or consumer or banking institution, or credit reporting agency, to provide Digicel with any information it has on me or the entity on whose behalf I make this application. I authorize Digicel to: (a) compile this information, (b) disclose my account information including my payment history and confidential information to credit reporting agencies or private credit reporting associations, and (c) periodically obtain and use my credit report and other credit information for any source in connection with Digicel's offering of wireless and other services. All bills payable in full within 30 days from invoice date. I authorize Digicel Bermuda to deduct the full payable balance on the 15th day of the month from my provided credit card. If the transaction is unsuccessful, Digicel Bermuda reserves the right to charge my credit card again once before the end of the month. Should I request reconnection of my wireless service a \$25.00 charge will be added to my account. I understand that if fail to fulfill the terms of my credit obligations under this Agreement, Digicel may report my failure to credit reporting agency. I will be responsible for all charges associated to use of this account, including all later payment fees, debt collection fees, legal fees, disbursements and other expenses incurred in attempting to recover overdue amounts and any fees collected on behalf of the government.

#### 11. Payment

When you use the SIM Card and/or Digicel Mobile Services, you incur a debt. Service charges, subscription fees and any other charges incurred in relation to the Services provided to you by us under this Agreement will be added to your debt and will form part of it. You agree to repay this debt to the company at any designated collection center within the specified allotted time. If payment is made by check or any other instrument, a return fee (the maximum allowed by law) will be charged by the company, should this method of payment be dishonoured. The company reserves the right to reject and/or disallow check payments from you once dishonoured checks have been processed through your account. The company reserves the right to charge interest on overdue amounts - at the minimum rate of \$3 or 1.5% per month on any open balances. We are not liable for any loss or damages suffered as a result of the use of or failure in any bill payment services. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payment terms and/or restrict your Service/feature types, prior to restoration of Service. Should you refuse to accept the Terms and Conditions of Service, we reserve the right to refuse to reconnect you. We may require you or your estate to pay your total debt immediately if you do not carry out your obligations under this Agreement; if you become bankrupt or insolvent, or die, or upon legal attachment, levy or execution against you, your estate or your property or if your SIM Card is used contrary to this Agreement. Invoices will be sent to the billing address of the account holder only unless otherwise specified. Invoices will include: Fixed charges and credits that are one month in advance; Call charges and credits that are one month in arrears or more if previous bills have not been paid. You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Payment is due upon invoice presentation date, i.e. once the invoice is available to you. We will not be held responsible for customer's non-receipt of invoices delivered by post or any other means of mail delivery. Your statement is deemed to have been delivered to you on the day it has been delivered to your registered address. You must continue to make payments even when postal service is disrupted, as invoices can otherwise be obtained by contacting the Customer Care Center. We reserve the right to contact you otherwise to seek payment of amounts due. Please allow three (3) working days for online payments to be posted to your account. The invoice becomes overdue 30 days from invoice date. It is the responsibility of the customer to maintain up-to-date billing information with Digicel Bermuda. Failure to do so could result in loss of service. All invoices generated will be available for reprint on request. You may be required to pay for reprints. We reserve the right to change billing cycles and/or to issue interim invoices.

#### 12. Foreign Currency Transaction

The amount of any transaction charged in any currency other than Bermuda currency will be billed and payable by you in Bermuda currency. We will make conversion from a foreign currency to Bermuda currency, including all foreign currency charges and/or taxes required by law, on the date we receive notification of the transaction and the relevant amount to be charged to your account.

#### 13. SIM Card

We are and remain owner of all SIM Cards provided for Service to our Network and they must be returned to us, or anyone acting on our behalf, on request. Any SIM Card found defective (through no fault of ours) will require payment for its replacement, exchange or repair. Any SIM Card found defective due to faulty workmanship or design may be replaced free of charge, once returned within the warranty period specified.

#### 14. Handsets

Digicel Bermuda authorized GSM handsets sold through our authorized dealer channel are network locked. Customers are not permitted to remove, or have a third party remove the lock, without explicit authorization from Digicel Bermuda.

#### 15. Reporting Responsibility

Your handsets and SIM Cards are your responsibility. You must take every precaution to keep them safe. You will immediately report and confirm in writing any loss, theft, damage or unauthorized use of your equipment and/or SIM card. You will remain liable for all charges and costs related to and/or incurred by your SIM Card, including all costs associated with its unauthorized use. If you have previously authorized someone to use your handset and/or SIM card and have subsequently withdrawn your authorization, you will continue to be held liable for all charges and costs incurred by their use until we have been notified.

#### 16. Settling Disputed Charges

We should be advised in writing of any disputed charge(s) occurring on an invoice within 5 working days of receipt of invoice. You will still be held liable for non-contested charges on the invoice which are deemed payable by due date. We will investigate the disputed charge(s) and notify you of the results. Non-payment of valid charges within 48 hours after investigations are complete may result in suspension of Service. If the disputed charge(s) are indeed errors, a credit of the amount disputed will be applied to your account.

#### 17. Customer Obligations

By signing the Application, you have consented to: provide valid proof of your identity that we deem acceptable; inform us in writing if any of your customer data has changed; only use company GSM approved equipment and facilities with the Network and comply with laws and regulations governing its use; use the company's technology on terms specified by us when it is made available; follow our reasonable requests and/or instructions related to your use of equipment, handsets or Services issued by us; immediately report and confirm in writing and if your equipment and/or SIM Card is lost, stolen or damaged. It remains the right of Digicel Bermuda not to replace your SIM Card. If the SIM Card is replaced, you may be charged for that replacement; comply with all reasonable requests and/or instructions by us, or others on our behalf, particularly in relation to the investigation of fraud or other offences or as required by law or in any legal proceedings. Should the company deem it necessary to enforce its rights hereunder in any legal action you will reimburse the company for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.

#### 18. Package Transfer, Suspension & Termination

This Agreement has a Fixed Term of twelve (12) or twenty-four (24) months or other duration as specified on the order form. At the expiration of a Fixed Term, the Agreement will continue on a month to month basis unless we terminate Service for any reason upon thirty (30) days' notice other than for breach (in which case we may terminate without prior notice), or unless you terminate Service for any reason by providing thirty (30) days' notice to us. The Agreement begins on the date this document is signed by you, and will continue until terminated by you or us in the manner provided below. Notwithstanding termination you will be liable for payment of any amounts due or other obligations incurred before or upon termination, whether the Agreement is ended by you or us. You may upgrade your package but should you choose to transfer to a different package of lesser value, you shall be liable to pay Early Termination Fees as provided below.

If you breach the Agreement or attempt to terminate Service prior to the end of the Fixed Term, you agree to pay us an Early Termination Fee. This fee will be equal to 50% of the total monthly Service Charges multiplied by the number of months remaining of the Fixed Term. You agree that this Early Termination Fee as a reasonable estimate of our damages, including but not limited to investment made by way of subsidy into any hardware you may have been provided, and will be due in addition to any other amounts owed.

This Agreement may be suspended and/or terminated by us without the need for prior written or verbal communication:

- if you breach any statutory restrictions/regulations/procedures that govern this Network and Service;
- if you do not comply with and/or breach any of the enlisted Terms and Conditions of this Agreement;
- if any information supplied by you is found to be false or misleading;
- if intermittent checks, modifications and/or maintenance is deemed necessary by the Network;
- for non-payment of overdue amounts under this Agreement;
- if you fail credit checks that may be performed from time to time;
- if we have any reasonable cause to believe that you are unable to pay the charge;
- if you notify us that your handset has been lost or stolen;
- if we have reasonable cause to believe that Service was obtained fraudulently or fraudulent or improper use of your handset or SIM Card is taking place against us or a third party;
- if Services rendered to you may cause the operation of the Network to be jeopardized or impaired, or allow others to do any of the foregoing with your equipment or any act which does not comply with relevant legislation and regulation;
- if we are unable to provide the Services to you.

If you wish to temporarily deactivate your service for a selected period but maintain your current mobile number, charges will still exist depending on your contract status. Customers within an existing contract period will be required to honour their monthly plan payments. Customer without an existing agreement may hold their number for a monthly fee set by Digicel. Should your access be interrupted, suspended and/or terminated in any of the circumstances outlined above, you shall remain liable for your debt and any other amounts you owe us in full. Furthermore, we are in no way obligated to provide Service to you. In this event, we reserve the right to levy a fee for reconnection to the Network. Should you refuse to reconfirm acceptance of the Terms and Conditions of Service, we reserve the right to refuse to reconnect you.

#### 19. Exclusion of Liability

We shall not be held liable for any direct, indirect, or consequential loss suffered by you (or anyone claiming through you) due to any of the following:

- suspension or non-availability of any Service.
- suspension or termination of this Agreement.
- interruption of or failure to connect any call made to or by the equipment.
- any call made to or by the equipment being overheard or intercepted by any third party.
- any data/information transmitted to or by the equipment being altered or lost.

We will have no liability to you or any joint user for any claims whatsoever resulting from the inability to provide the Services due to factors beyond our control, including but not limited to, Acts of God, Acts of war, Acts of terrorism and other enemies, weather events, civil disturbances, industrial action, governmental action, force majeure, power failures, accidents, the act or omission of any other telecommunication carrier in Bermuda or elsewhere and/or default or failure of any third party. Digicel Bermuda, its associated or affiliated companies, their respective officers, agents, managing-directors, supervisory-directors, principals, employees, attorneys, underwriters, successors and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature or kind whatsoever whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to our equipment and/or any electronic or radio systems in equipment, vehicles or aircraft in your vicinity, or of any emissions or transmissions to, from, by or through our Network and/or equipment. If we offer goods and/or services as agents of any principal provider(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers.

#### 20. Technology changes

Digicel may change its Service delivery methods or platforms from time to time which may require you to change Equipment and/or Equipment settings to continue to avail of the Services. You agree that such changes do not constitute changes to the conditions of the Service. We will not liable for any costs incurred as a result of any changes required to be made by you.

#### 21. Service modifications

We have the sole discretion to modify the standard settings and/or features of the Service from time to time. The parties agree that such changes do not constitute changes to the conditions of the Service. In the event that we withdraw a Service, we will move you to, or make available, a comparable replacement Service and/or plan only where possible. Where we withdraw a plan (but the Service remains available), we will always move you to a comparable plan where possible. If no comparable plan is available, we will move you to the most comparable plan to ensure you continue to receive the Service. We may also move you to another Plan at any time if you will be better off. We will provide you with 30 days' notice of Service modification. In the event that you do not agree with the Service or plan we have moved you to, you must terminate your agreement with us. You will only be liable to pay for Services consumed.

#### 22. On Demand Terms and Conditions

Any services which we have not committed to providing you with for the entire duration of your contract with Digicel are called "On Demand Terms and Conditions". On Demand Services include but are not limited to the following which is not an exhaustive

- a) Content services;
- b) Roaming services;
- c) Directory Enquiry rates and services;
- d) Premium Rate Services.

These are Services which we are not in a position to guarantee at the time of entry into these General Terms and Conditions and relate to services which we have not agreed to provide for the duration of your minimum contract term. You are advised to check the most up to date prices and terms and conditions associated with these services before using such services. We may amend, vary or withdraw the terms of any On-Demand, ancillary services from time to time, without any notice to you and you will not be entitled to terminate your Contract if we do so. For example, from time to time we may increase the price of On-Demand Services or we may withdraw these Services without notifying you of such changes.

#### 23. Unenforceability

If any part of this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

#### 24. Claims

You shall indemnify and hold harmless the company against all claims for libel, slander or infringement of copyright arising from any material transmitted or recorded over the company's Network, claims for infringement of patent arising from, combining with or using in connection with facilities of the company any apparatus and systems of the customer and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the company.

#### 25. Customer Information

The collection and use of data collected is an integral element of the Services, and you expressly consent to such collection and use in accordance with our privacy policy, as may be amended from time to time. A current copy of our privacy policy is available at <http://www.digicelgroup.com/content/digicel/digicelgroup/en/privacy-policy.html> (the "Privacy Policy"). Part of our Privacy Policy commitment is to never disclose any Personal Data or Information that Digicel may receive from you and through your use of Service to third parties or use your Personal Data for any purpose other than as provided in the Privacy Policy. Digicel Bermuda will send you information from time to time that is deemed relevant to you. If you do not wish to receive this information you may notify Digicel Bermuda in writing.

#### 26. Trademarks

You acknowledge that Digicel Bermuda is the owner or licensee of a number of trademarks including Digicel, and that nothing herein contained shall be construed as conferring upon you any right, title or interest in said or any trademarks and copyright.

#### 27. Headings

The paragraph headings contained herein are for convenience of reference only and are not to be used in the construction or interpretation hereof.

#### 28. Governing law

This Agreement shall be governed, interpreted and construed by, through and under the laws of Bermuda. Disputes shall be submitted exclusively to the competent court(s) of Bermuda. These Terms and Conditions are accurate as the publication date.