

**GENERAL TERMS AND CONDITIONS
OF
UNITED TELECOMMUNICATION SERVICES N.V.
and its subsidiaries**

FOR

**RESIDENTIAL ELECTRONIC
COMMUNICATIONS SERVICES CONTRACTED
ON CURACAO**

This document contains the General Terms and Conditions which shall govern the legal relationship between on the one hand United Telecommunication Services N.V. and/or any subsidiary thereof that may (be engaged to) provide the Services mentioned herein, hereinafter to be referred to as **“Provider”**, and on the other hand the individual – acting for herself/himself not for business purposes – who receives the Services mentioned herein, hereinafter to be referred to as the **“Customer”**.

For the avoidance of doubt: T.V. Distributions Services (Curaçao) N.V. doing business as “T.D.S.” and “TDS”, Antelecom N.V. and Columbus Communications Curaçao N.V. doing business as “Flow”, are subsidiaries of United Telecommunication Services N.V.

1. DEFINITIONS AND INTERPRETATION

1.1. In these General Terms and Conditions the following terms and phrases shall have the following meaning, unless the context otherwise requires:

“Account manager” is the person appointed by Provider to handle business relations arising from the Agreement. If the Agreement comprises more than one agreements, different Account Managers may be appointed by the Provider.

“Additional Terms and Conditions” means the terms and conditions applicable to an agreement, part of the Agreement which specifically address issues on the provision of the Services by the Provider to the Customer. These General Terms and Conditions are always applicable to Additional Terms and Conditions and thereby, to the Agreement.

“Agreement” means the agreement or any number of agreements entered into by Provider and Customer, including any annexes (e.g. service descriptions) thereto pursuant to which Provider agrees to provide the Services to the Customer.

“Airtime” has the meaning ascribed thereto in Section 12.7.

“Blockage” means the blocking of the Services, or part thereof, by Provider on Customer’s request, for reasons of amongst others theft or loss or misuse by a third party of Customer Equipment.

“Bundle” means a set of Services obtained by Customer under an agreement, part of the Agreement entitling Customer to the non-exclusive use - within the contractual term - of various services in varying speeds, capacity and/or time, numbers of messages and/or quantity of data, per specified billing period.

“Business Day” means every day excluding Saturdays, Sundays and national holidays on Curacao.

“Changes” means amendments to these General Terms and Conditions and/or amendments to Additional Terms and Conditions.

“Chippieland” means the virtual area wherein Provider provides the Services, the geographical territories which may vary from time to time and which are published on Provider’s website.

“Code of Acceptable Use” means specific terms and conditions in regard of Customer’s usage of the Services under the Agreement as laid down in Section 18 of these General Terms and Conditions.

“Confidential Information” means all information (in whatever format) which: (i) relates to the Agreement; (ii) or is designated as confidential by either Party; or is (iii) Customer Data and Regulated Customer Data, or (iv) is information which has in reason to be regarded as confidential information of the disclosing Party.

“Customer” is the individual – not acting in a business capacity – who requests from Provider an offer as well as the individual – not acting in a business capacity – who enters into the Agreement with the Provider.

“Customer Data” shall include, but is not limited to, data transmissions (including the originating and destination numbers and IP addresses, date, time and duration of voice or data transmissions, and other data necessary for the establishment, billing or maintenance of the transmission), data containing personal and/or private information of the Customer, or authorized users of the Services, and other data provided to or obtained by Provider, Provider Affiliates and their respective agents, in connection with the Services.

“Customer Equipment” means hardware, software, systems, cabling and facilities purchased by Customer in order to access the Services.

“Customer Support” means the department(s) of Provider and Provider Affiliates which the Customer can contact in case of questions or problems encountered in relation to the Services. Contact data of Customer Support are published on Provider’s website.

“Customer Site” means a site or sites of Customer specified in the Agreement where a Service is to be provided. In case a Home Connection is provided Customer Site is Customer’s residence.

“Downgrade” means that Parties terminate an agreement, part of the Agreement, before the end of the contractual term and at the same time enter into agreement, which will also be integral part of the Agreement and pursuant to which Customer is provided by Provider with Services (e.g. a Service-Package) for a total monthly fee which is less than the total monthly fee laid down in the agreement that is terminated. By entering into an agreement, part of the Agreement Customer agrees not to Downgrade.

“Fair use policy” means Provider’s policy defined in Clause 18.3.

“Fees” means any recurring or non-recurring fees, call or usage charges and/or any other charges or fees payable by the Customer to Provider in respect of a Service, as set out or referred to in the Agreement.

“Home Connection” means the agreement pursuant to which Provider provides physical connections to a service demarcation point in or on Customer’s residence by means of an antenna, cable or cables through which Customer can be provided Services under specific Service agreements which may or may not be part of the Home Connection agreement.

“Hybrid” means that Services are provided on a part Pre-Paid and part Post-Paid basis. In case of Out of Scale and Scope usage under the Post-Paid part of a Hybrid agreement, the specific Service will only be provided subject to Customer having sufficient call-credit, which is charged as compensation to Provider for Out of Scale and Scope usage.

“Initial Term” means the period of time stipulated in Clause 7.1.

“Installation Works” means the works that comprise the preparation and on site placing in, on or under the Customer Site of the Service Equipment which may be necessary for Provider to be able to provide the Services to the Customer.

“Internet” means the global public accessible interconnected network of networks used to exchange data communications.

“Invoice-complaint” means Customer’s written objection against Provider’s invoices submitted to Customer under the Agreement stipulated in Clause 19.6.

“Maintenance and Emergency Works” mean works, the execution of which, at the time it is proposed to execute them, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause: (i) danger to persons or property; (ii) the interruption of any Service provided through the Network or through a third party network; (iii) (substantial) loss to Provider or any third party; and such other works as need to be performed, including but not limited to regular maintenance works.

“Mobile Device” means portable Customer Equipment wherein a SIM Card is used to connect such equipment to the Network on which the Services are provided.

“miUTS” means the information service available on the webpage on Provider’s Website which enables Customer to, amongst others, be informed of Provider’s invoices addressed to the Customer under the Agreement.

“Network” means the telecommunication infrastructure(s) of Provider and/or of Provider’s Affiliate(s) with the associated terminals as demarcation points for provision of the Service(s).

“Network Access Fee” means a monthly fee that Provider may charge for Customer’s access to the Network to provide with the Service(s).

“Out of Scale and Scope” means voice and/or data traffic exceeding, within a contractual billing period, limits set pursuant to a Bundle or a Service-Package or arising from use of services provided by third parties, through the use of the Services (e.g. Roaming).

“Party” means Provider or Customer.

“Parties” means Provider and Customer.

“Pre-paid” means that Services are solely provided if the Customer has established sufficient call-credit with Provider before the Services are used and which credit is charged as compensation to Provider for the use of Services.

“Post-paid” means that costs arising from the use of Services, contractual fees and other fees as the case may be, are charged to Customer once in a specified period of time during the term of the specific agreement, part of the Agreement.

“Privacy Statement” means the statement specified in Clause 13.7.

“Provider Affiliate” means any legal entity directly or indirectly owned or controlled by Provider.

“Provider’s website” means the website <https://www.uts.cw/>

“Ready for Service Notification” means a notification that may be provided in accordance with Clause 3.6 that the Service is ready for use.

“Regulated Customer Data” means Customer Data the use, processing and transfer of which is defined by law or regulation, which is defined as being "personal data" and of which information Provider, Provider Affiliates or their respective agents come into possession through providing of the Service(s).

“Reload” means purchase of call-credit from Provider. Reload of mobile prepaid credit is governed by Section 12.7. In the past “Reload” was at times referred to as “Top-up”.

“Renewed Term” means the period of time stipulated in Clause 7.1.

“Roaming” means the connecting of a Mobile Device which is used outside the Territory to the network of a third party telecommunications service provider to access services provided by such provider or through such provider’s network.

“Roaming Charges” means the fees and charges, to be borne by the Customer, which arise from Roaming. Roaming Charges may be invoiced considerable time after roaming was performed as a result of roaming providers delaying their invoicing to Provider. Extensive information on roaming and roaming charges is published on Provider’s website.

“Service(s)” means the (electronic) telecommunications services, and thereto related services provided by Provider to the Customer, under a non-exclusive right of use, and as may be further described in the Agreement.

“Service Activation Date” means, in relation to a Services, the date the Services are operational and ready for use by the Customer.

“Service Demarcation Point” means, in relation to the Services, the physical demarcation point where Customer can access the Network and make use of the Services.

“Service Equipment” means the hardware and software, systems, cabinets, antennas, cabling, and other facilities provided by Provider at the Service Demarcation Point - if this is located in Customer’s residence - in order to make available the Services to the Customer pursuant to a Home Connection agreement. Service Equipment shall not include the Network or any hardware or software which is the subject of a separate supply contract between Provider or Provider Affiliate and the Customer.

“Service-Package” means a number of Services provided under one or more Bundles contracted for a specific period of time, depending per package. Any Service-Package shall always be part of the Agreement.

“**SIM Card**” means a device with embedded proprietary software and codes which is to be used by the Customer in a Mobile Device to connect to the Services.

“**SIM Card Life Cycle**” has the meaning ascribed thereto in Section 12.7.

“**SMS**” means the Service the use of which enables Customer to submit a text message to a Mobile Device, length of SMS messages is restricted.

“**Territory**” means Curacao as the geographical coverage area of the Network.

“**Television**” means the Service pursuant to which Provider grants Customer a non-exclusive right of access to the television channels specified in the agreement, part of the Agreement.

“**Upgrade**” means that Parties terminate an agreement, part of the Agreement, before the end of the contractual term and at the same time enter into agreement, which will also be integral part of the Agreement and pursuant to which Customer is provided by Provider with upgraded and/or other Services (e.g. a Service-Package) for a total monthly fee which exceeds the total monthly fee laid down in the agreement that is terminated. Upgrades may be subject to a one-time fee.

2. GENERAL

- 2.1. These General Terms and Conditions are applicable to all requests for a quotation, offers, quotations or acceptances with regard to agreements which are or will be part of the Agreement pursuant to which Provider provides or will provide Services to Customer for Customer’s non-business related use thereof.
- 2.2. Any agreement, part of the Agreement, may be entered into by Provider and Customer by means of a standard service application form - in a format to be determined by Provider - submitted by the Customer to the Provider in writing, or, as the case may be, submitted by Customer to Provider electronically in an application used by the Provider. Any application by Customer to enter into an agreement with Provider is always subject to acceptance by Provider.
- 2.3. Any offer of Provider to provide a Service is always submitted, and any agreement part of the Agreement is always entered into by Provider, subject to Provider being able to provide the Service. In case it becomes evident, prior to the provision of the Service or at another moment in time, that the speed or other specifications of the Service as indicated in the offer or agreement cannot be achieved for technical reasons, Provider reserves the right to i) offer the Customer another package with a speed and/or signal and/or technicalities that can be achieved, or ii) to cancel the Agreement without Customer being entitled to compensation.
- 2.4. Provider explicitly declines the applicability of other general terms or conditions that the Customer refers to in a quotation, order confirmation, correspondence or otherwise, unless Provider explicitly accepts such other general terms and conditions in writing.
- 2.5. Provider shall electronically make available to the public these General Terms and Conditions and the various Additional Terms and Conditions. If the Customer so requests, copies of such documents will be submitted by Provider to Customer at no cost.

3. SERVICE AND SERVICE ACTIVATION

- 3.1. Provider reserves the right to change from time to time the configuration of the Network or the Service Equipment, or to change any applicable access code for receipt of a Service. Provider will use reasonable endeavors to give the Customer a prior notice of any such changes to access codes.
- 3.2. Provider is entitled to modify the technical properties of a Service. Provider will announce such a modification in writing, with due observance of a reasonable period, unless this is not reasonably possible.
- 3.3. The Services will be provided by Provider at the Service Demarcation Point. Provider is not responsible for any services or equipment beyond or connected to the Service Demarcation Point, including but not limited to setup, configuration, compatibility, proper functioning or programming of computers, modems, routers or any other third party equipment not provided by Provider. The costs of all equipment and services necessary to access the Network and use the Services are to be borne by the Customer.
- 3.4. Prior to the provision of the Service under the Agreement, Provider may need to perform Installation Works on Customer’s premises and Customer will grant Provider or Provider Affiliate’s personnel and contractors engaged by Provider access to Customer’s premises and Customer accepts the risk arising from the performance of these works. Costs arising from the Installation Works are borne by the Customer, unless explicitly contracted otherwise.
- 3.5. Provider will undertake to make an appointment (‘the Appointment’) with Customer for the Installation Works to be performed ultimately 30 days after Customer’s request thereto has been submitted. If the Installation Works cannot be performed on the appointed date as a result of Customer’s absence from his premises at the date and time of the Appointment or otherwise as a result of circumstances beyond Provider’s control, Provider shall leave a written note at Customer’s premises inviting Customer to request for a new appointment. If such request is received by Provider more than 30 days after the date of the Appointment, Customer shall pay to Provider an administrative fee, the amount of which is published on Provider’s website.
If Customer has not requested a new appointment within 90 days after the date of the Appointment, Provider is no longer bound to perform the Installation Works, but the Agreement shall thereby not be amended and the above administrative fee shall be doubled and be due and payable. However, Customer may request a new appointment.
- 3.6. Prior to the provision of the Service, Provider may conduct such tests as it considers to be appropriate to determine that all necessary work has been done to provide the Service to the Customer and, upon successful completion of such tests, Provider shall use reasonable endeavors to submit a Ready for Service Notification to the Customer, if applicable.
- 3.7. Title of ownership to any and all Service Equipment used by Provider to provide a Service to a Customer shall always remain with Provider. If Provider loses title of ownership to the Service Equipment, Customer is to compensate Provider in full for loss of property.
- 3.8. If Customer moves from one residence to another within the Territory Provider may, always subject to the stipulations of this Section 3, undertake to arrange for a Home Connection to be available in Customer’s new residence and costs arising from such arrangement shall be borne by Customer.
- 3.9. Customer is aware and accepts that quality of Services might differ on various locations on Curacao and that therefore Customer’s moving might result in Provider no longer being able to provide (part of) the Services under a Home Connection agreement. In such case the Parties will settle on a reasonable solution for a Downgrade.

- 3.10. Termination of a Service shall entitle Provider to remove any and all Service Equipment from Customer's Site.
- 3.11. The Customer shall be deemed to have accepted the Service either (i) upon the date of delivery of the relevant Ready for Service Notification or, (ii) earlier when no Ready for Service Notification is provided, upon the date when the Service is operational for use by Customer, or (iii) by Customer's use of the Service. Such date for a particular Service may be further described and defined in the relevant agreement, part of the Agreement.

4. SERVICE PERFORMANCE AND SUSPENSION

- 4.1. In performing its obligations under the Agreement, Provider will at all times exercise the reasonable skill and care of a competent public telecommunications operator or a provider of Internet related services, as the case may be.
- 4.2. Provider will use reasonable endeavors to ensure that each Service will be in conformity with any service descriptions and/or service levels as set out, or referred to, in the applicable agreement, part of the Agreement.
- 4.3. The periods for delivery of the Services as notified by Provider are indicative only. Any failure to meet such periods for delivery shall not result in Provider's default.
- 4.4. Provider may, in its sole discretion and without prejudice to any right which it might have to terminate a Service and/or the Agreement, elect to immediately suspend the provision of the Service (or part thereof) if:
- 4.4.1. Customer is in breach or is in default under any one of the agreements which are part of the Agreement;
- 4.4.2. Provider has reasonable grounds to consider it is entitled to terminate the Agreement pursuant to Customer's breach of Clause 8.5;
- 4.4.3. Provider is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization or other administrative or regulatory authority;
- 4.4.4. Provider needs to carry out Maintenance and Emergency Works to the Network or Service Equipment;
- 4.4.5. Provider has reasonable grounds to assume that the Customer is using the Service(s) in violation of Section 18 (Code of Acceptable Use);
- 4.4.6. Provider has reasonable grounds to assume that the Customer will not be able or is unable to make any payment which is due or is to fall due to Provider under the Agreement;
- 4.5. If the Service (or part thereof) is suspended as a consequence of the breach, default, act or omission of the Customer, the Customer shall pay to Provider the normal fee for the Services over the period of time of suspension, increased by a reconnection fee and – as the case may be - by compensation for all reasonable costs and expenses incurred by Provider's implementation of such suspension and/or recommencement of the provision of the Service.
- 4.6. Repair and maintenance of Service Equipment and of cabling connected to the Demarcation Point is part of the Services under a Home Connection and subject to Clauses 4.7 and 4.8.
- 4.7. Repairs of damages to the Service Equipment not resulting from normal wear and tear shall be at Customer's expense. Cost of maintenance and repair to cabling in, under or above the land to which Customer has title shall be borne by the Customer. The extent and borders of Customer's premises are determined by records of the public registry.
- 4.8. If Customer has no title of ownership to Customer's residence (e.g. leased property) Clause 4.7 will apply for cabling in, above or under the real property used or leased by Customer, which is part of Customer's residence. However, if

Customer's residence is leased property, part of a larger property (e.g. part of a real property project), Clause 4.7 will apply for cabling in, above or under the larger property of which Customer's residence is part.

- 4.9. Provider is entitled to suspension of the Services, or part thereof, in case of damages to cables in, under or above Customer's residence as in Clauses 4.7 and 4.8.
- 4.10. Provider shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension made pursuant to this Section 4.

5. FEES AND PAYMENT TERMS

- 5.1. The Fees shall be stipulated in any agreement which is part of the Agreement, such stipulation may be effected by Provider's referral to Additional Terms and Conditions applicable to such agreement.
- 5.2. Specific rates per agreement, part of the Agreement, can apply when the Customer, with Provider's consent, enters into a Service-Package with Provider.
- 5.3. The Customer shall pay the Fees in accordance with this Section 5, unless agreed otherwise in the Agreement.
- 5.4. Usage charges shall accrue from the date on which Provider has arranged for the Customer to be able to commence using the Service and usage charges will be invoiced by Provider monthly in arrears.
- 5.5. Installation Fees and/or other non-recurring Fees shall accrue on the relevant Service Activation Date and may be invoiced by Provider on or at any time thereafter.
- 5.6. Rental charges and/or monthly fees shall accrue from the relevant Service Activation Date and may be invoiced by Provider monthly in advance. Service provided for part of a month will be charged on a pro-rata basis.
- 5.7. Any invoice for Fees shall be paid by the Customer before the invoice due date but if such invoice was submitted to Customer after invoice's due date, within five (5) days after the date the invoice was submitted to the Customer.
- 5.8. Customer is aware and accepts that he can check on amounts due and payable under the Agreement by using the Invoice Account number (*Factureringsrekening* (NL) / *Kuenta di Fakturashon* (Pap.) of his UTS account in:
- accessing the "miUTS" webpage on Provider's Website using Customer's own internet connection, a third party internet connection or a computer in a UTS Store
 - checking directly through the website <https://www.uts.cw/outstanding>
 - sending an SMS message with (only) the Invoice Account number, to number 1122 (free of charge)
 - calling 0800-0777 (free of charge) to make an inquiry
- 5.9. Without prejudice to any other remedies of Provider, all amounts due to Provider by Customer that are not paid when due shall accrue interest from the day following the day on which payment was due until paid in full. Interest shall be accrued at a rate of 1.5% per month from the date Customer was in default.
- 5.10. In case Provider engages in collection proceedings against Customer, amounts owed will also be increased by a ten percent (10%) collection fee.
- 5.11. Provider shall have the right to set off any amounts due by Customer which are not paid when due, against any amounts owed by Provider or by any Provider Affiliate to Customer pursuant to any other agreement or arrangement entered into by the Parties.
- 5.12. Provider reserves the right at any time to require Customer to issue a deposit, by irrevocable letter of credit or other form of security acceptable to Provider if a) Customer's financial circumstances or payment history is or becomes unacceptable to

Provider; or b) there is a material change in circumstances of Customer's use of the Services.

Upon receipt of Provider's written request for a security, the Customer shall have ten (10) Business Days to provide or implement such security and if Customer fails to comply with such request within said period, then Provider shall be authorized to immediately suspend and/or terminate the Services without further notice.

5.13. If Customer disputes any amount stated on the invoice, Clause 19.6 shall apply, however Customer shall remain liable for all outstanding amounts, including the disputed items, pending a settlement thereof or failing such settlement, pending irrevocable dispute resolution.

5.14. All Fees or other sums which may from time to time be due, owing or incurred to Provider are stated exclusive of value added tax and any similar sales tax, levy or duty which shall be payable by Customer and invoiced by Provider at the then prevailing rate where the Service is provided.

5.15. Customer agrees to comply with any obligation as to minimum usage and/or minimum payment as may be set out in the relevant agreement, part of the Agreement. Customer also agrees to comply with any Initial or Renewed Term commitment. Customer's breach of the obligations under this Clause 5.15 shall constitute a material breach of the Agreement, and shall entitle Provider to:

5.15.1. in the case of a minimum usage or payment commitment: the Fees for the relevant Service with effect from the commencement of the period to which the breach relates; or

5.15.2. levy an early termination charge upon the Customer (which the Customer hereby acknowledges to be reasonable and a genuine pre-estimate of Provider's loss) equal to: (i) 100% (hundred percent) of the Fees and if applicable the remaining rental charges payable by Customer for the unexpired portion of the initial or renewed term as the case may be; and (ii) any termination charges or other costs or expenses incurred by Provider for the cancellation of the Services.

6. BREACH AND DEFAULT

6.1. Legal and financial relations between Provider and Customer arising from the Agreement, whether or not it comprises more than one agreement, are inseparable. Customer's breach or default under one of the agreements which is part of the Agreement, qualifies as Customer's breach – respectively default – under any one of the agreements which is/are part of the Agreement.

6.2. Any delay by Customer in timely and completely meeting the obligations arising from any one of the agreements, part of the Agreement, within the contractual period of time stipulated shall qualify as Customer's default without Provider having to submit to Customer any notification thereof.

6.3. Acts or omissions committed by Customer in the use of Services in breach of the letter or purpose of Section 18 (Code of Acceptable Use) or in breach of Clause 8.5 shall always qualify as Customer's breach of the Agreement and may result in Customer's immediate default under the Agreement.

7. TERM AND TERMINATION

7.1. Except for an otherwise specified term and possible renewal clause as may be agreed upon in an agreement, part of the Agreement, such agreement is entered into for an initial period of one (1) year as from the Service Activation Date ('**Initial Term**'), and at the end of the Initial Term the Agreement will be tacitly renewed for one (1) year ('**Renewed Term**'), unless

terminated by either Party in writing to the other party, at least one (1) month prior to the end of the Initial or Renewed Term.

7.2. Notwithstanding Clause 7.1, Provider may terminate the Agreement immediately and without notice in the event of any of the following:

7.2.1. if the Customer is in default in the payment of any amount due or is in default under any other obligation under the Agreement;

7.2.2. if the Customer has filed the competent Court a request to be granted suspension of payment or to be declared bankrupt, or is declared bankrupt or is granted suspension of payments;

7.2.3. if any representation or warranty made by Customer to Provider shall prove at any time to be materially incorrect as of the date made;

7.2.4. if Provider has decided, in its sole discretion, to discontinue the provisioning of the Service.

7.3. In the event that Customer unilaterally terminates or dissolves the Agreement in full or in part prior to the end of the Initial – or the Renewed Term, the total of the remaining monthly fees for the Services provided under the terminated agreement or agreements, part of Agreement – shall be immediately due and payable by the Customer, explicitly including the outstanding balance of the price or fee Customer agreed to pay for obtaining Customer Equipment, or other goods from Provider under the agreement, part of the Agreement. Customer's termination under this Clause 7.3 may entitle Provider to compensation, to be borne by the Customer, for damages suffered as a result of such termination.

7.4. Notwithstanding Clause 7.3 the Customer can unilaterally terminate the Agreement always subject to 1 month's notification in case he moves from the Territory. In such case Customer shall submit to Provider proof on change of country of residence and pay a termination fee amounting to 3 times the total monthly recurring fees under the Agreement, increased - if applicable - by full payment of all Fees due and payable under the Agreement on the termination date.

7.5. Blockage at the request of Customer does not entitle Customer to unilaterally terminate or dissolve the Agreement in full or in part, as Blockage is a temporary suspension of the Services. No Fees will be suspended during Blockage at Customer's request.

8. CUSTOMER'S ACKNOWLEDGMENTS AND WARRANTIES

8.1. Customer acknowledges and accepts responsibility and liability for all use made of the Services through the Service Demarcation Point, even if such use occurs without Customer's permission, consent or knowledge and Customer shall pay to Provider all amounts due arising out of such use of the Services, with exception of costs arising from use of Services from the date Provider has received from Customer a request for Blockage until the date such Blockage is released.

8.2. Customer shall indemnify and hold harmless Provider, its officers, directors, agents, subcontractors and employees from and against any lawsuits, claims, damages or liabilities (or actions or proceedings in respect thereof) related to or arising out of any use of the Services through the account of Customer or breach of the Agreement and to reimburse Provider, its officers, directors, agents subcontractors and employees for all legal and other expenses, including reasonable attorney's fees, incurred in connection with investigating, defending, or settling any such loss, claim, damage, liability, action or proceeding whether or not in connection with pending or threatened litigation.

8.3. Customer warrants that any domain name registered or administered on his behalf will not contravene the trademark or

other intellectual property rights of any third party. Customer further warrants to comply with the rules and procedures of the applicable domain name authorities, registries and registrars.

- 8.4. Customer shall indemnify and hold harmless Provider and Provider Affiliates in respect of any and all of their losses, damages, costs or expenses resulting from or arising out of any breach of the warranties set out in this Section 8 and/or any third party claim or allegation arising out of or relating to the use of the Service, and which relates to any act or omission of the Customer which is, or if substantiated would be, a breach of the letter or the purposes of this Section 8.

8.5. Customer warrants:

- 8.5.1. not to act in relation to the Agreement in a professional capacity and not to enter into the Agreement for business purposes.
- 8.5.2. to submit, at Provider's request, a valid identity document.
- 8.5.3. that the use of Customer Equipment and Service Equipment shall be solely for personal use in conformity with the purpose of the Agreement and that the use of the SIM Card shall be restricted to Mobile Devices unless explicitly otherwise agreed, and that the SIM Card shall not be used in GSM gateway device or other device comparable thereto.
- 8.5.4. to not use the Services for the purpose of sharing, selling or leasing data and/or traffic to or with third parties, unless such sharing, selling or leasing is explicit purpose of the agreement, part of the Agreement.
- 8.5.5. to not infringe, or attempt to infringe, in any way on the intellectual property rights vested in software, equipment and devices used to access the Services.
- 8.5.6. that he shall not cause interference to the Services.
- 8.5.7. to grant or shall procure to grant to Provider such rights of access to Customer's residence, as might be required for Provider to provide the Services and submit to Provider such facilities and information as Provider may reasonably require, to enable it to perform its obligations or exercise its rights under the Agreement
- 8.5.8. to use the Service Equipment only for the purpose of receiving the Services and in accordance with Provider's reasonable instructions and in compliance with Clause 18 (Code of Acceptable Use) and in compliance with /or any software license that may be provided with the Service Equipment;
- 8.5.9. not to move, modify, relocate, or in any way interfere with the Service Equipment (or remove or alter any texts, codes or labels on the Service Equipment) or in any way interfere with the Network;
- 8.5.10. not to cause the Service Equipment to be repaired or serviced except by an authorized representative of Provider;
- 8.5.11. to insure and keep insured all Service Equipment installed at Customer's residence against theft and damage and to submit proof of such insurance upon first request of Provider.
- 8.5.12. not to create or allow any charges, liens, pledges or other encumbrances to be vested on the Service Equipment and to protect Provider's title to the Service Equipment or, if applicable, title of Provider Affiliate or its subcontractor thereto;

- 8.5.13. to permit Provider to inspect, test, maintain and replace the Service Equipment at all reasonable times;
- 8.5.14. to comply with Provider's reasonable instructions in relation to the modification of the Customer Equipment to enable the Customer to receive the Service, at Customer's own expense;
- 8.5.15. to allow Provider access to the Customer's residence at the time of termination of a Service, to remove the Service Equipment;
- 8.5.16. to protect the Service Equipment from water and vibrations and other material adverse influence.

9. DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY

- 9.1. Except as expressly set out in the Agreement, all of Provider's liabilities from warranties, representations or agreements, with respect to the provision of a Service or otherwise, whether oral or in writing and whether express or implied, either by operation of law, statute or otherwise, are excluded to the extent permitted by law.
- 9.2. Provider's liabilities under the Agreement are limited to what is laid down in these General Terms and Conditions and such liabilities can solely arise from Customer's use of the Services for private not business related purposes as the Agreement is entered into by the Customer solely for non-business related purposes.
- 9.3. Provider can only be liable vis-à-vis Customer subject to Clause 9.2 and only if Customer's damages are a direct result of Provider having acted in material breach of the Agreement.
- 9.4. Provider cannot be liable for Customer's damages arising from Customer's access or use of services provided by third parties on third parties' networks to which Provider's Network is directly or indirectly connected.
- 9.5. Provider disclaims any eventual liability or responsibility in connection with any claim that the access or use of the Services and/or programs through the account of Customer infringes any third party's intellectual property rights.
- 9.6. In no event shall Provider be liable to the Customer for consequential, special or indirect losses or damages sustained by Customer or any third parties in using the Services and/or in relation to the Services howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of profit, loss of customers, or damage to reputation or good will).
- 9.7. The Services are provided by Provider on an "as is" and on a "best efforts" basis. Provider makes no warranty of any kind, either expressed or implied, including, but not limited to, warranties or title, usability, condition, non-infringement, compatibility, security, or accuracy and expressly disclaims all implied warranties, including, but not limited to warranties of merchantability or fitness for a particular purpose.
- 9.8. In any case, and without prejudice to any other limitation of liability under the Agreement, the liability of Provider shall never exceed the amount equal to the lesser of (a) the total remuneration paid by Customer to Provider under the agreement, part of the Agreement, which gave rise to Customer's claim, during the three (3) months immediately preceding the date of the damage occurrence and (b) ANG. 5.000,- per event.

10. FORCE MAJEURE

Provider shall not be liable to the Customer for any losses or damages, either direct, indirect or otherwise sustained by reason of any failure in or breakdown of the Services or facilities herein provided for, or any interruption of Services, whether caused by act of God, workforce strike, insurrection of civil disorder, war

or military operations, national or local emergency, acts of any governmental authority, industrial disputes, fire, inclement weather, Provider's suppliers and/or Provider's vendors not meeting their contractual obligations vis-à-vis Provider and other causes beyond the reasonable control of Provider.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Customer acknowledges and agrees that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever and where so ever enforceable, which are used in connection with the Service and/or Service Equipment, shall remain the sole property of Provider, Provider Affiliates or Provider's vendors.
- 11.2. Customer shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of Provider or Provider Affiliates without Provider's prior written consent.
- 11.3. The Services will be provided by Provider to Customer on basis of a non-exclusive right of use and use of the Services cannot result in Customer obtaining any intellectual property right related to the Services.

12. HOME – and MOBILE SERVICES, INTERNET, TELEVISION, BUNDLES, SERVICE-PACKAGE

Home Connection

- 12.1. Pursuant to a Home Connection agreement Provider shall provide Customer with the right of use of a telephone number if such is explicitly laid down in the agreement.
- 12.2. If Customer is provided a telephone number pursuant to Clause 12.1 Provider shall list, if Customer so desires, this number in the (next issue of the) Provider's telephone guide during the term of the Home Connection agreement and shall submit to Customer, on a yearly basis, the yearly issue of the telephone guide at no charge.
- 12.3. If Customer moves to another residence within the Territory Provider shall, if Customer so desires, undertake reasonable efforts to enable Customer to keep using the telephone number as provided under Clause 12.1 and Customer's address data shall be updated in the (next issue of the) telephone guide, subject to Provider having been duly notified of Customer's amended address data.
- 12.4. Notwithstanding Clauses 12.1, 12.2 and 12.3 Provider is entitled to stop issuing its yearly telephone guides without Customer becoming entitled to any compensation.
- 12.5. Provider's suspension or termination of a Home Connection agreement may cause Customer's inability to access other Services. Customer accepts that such suspension or termination will not diminish his liabilities vis-à-vis Provider and vis-à-vis Provider Affiliate(s) under any agreement, part of the Agreement.

Mobile

- 12.6. If Customer chooses 'Post-paid' or 'Hybrid' Service(s) his SIM Card will remain active during the term of the Agreement subject to Customer complying with his obligations under the Agreement.
- 12.7. If Customer chooses mobile 'Pre-paid' Service(s) he is bound by the mechanism that is referred to as the 'SIM Card Life Cycle', which is defined hereunder:
- 12.7.1. The SIM Card has a balance of available call credit: that balance can be null or positive.
- 12.7.2. The SIM Card balance of available call credit is decreased by costs of traffic (voice, data, messages), chargeable at the balance;

- 12.7.3. The SIM Card call credit balance is increased by a Reload;
- 12.7.4. In the SIM Card Life Cycle the SIM Card status can be (switched to):
- **Active** meaning: all chargeable events (incoming and outgoing calls, SMS-messages and mobile data sessions), are possible and are charged to the SIM Card call credit balance always subject to adequate balance.
 - **Inactive** meaning: incoming calls and SMS-messages but no outgoing traffic, chargeable to SIM Card call credit balance. Return to status Active is possible (subject to timely Reload, see Clause 12.7.12).
 - **Disabled** meaning: no incoming calls and no incoming SMS-messages and no outgoing traffic chargeable to SIM Card. Return to Active status possible (subject to timely Reload, see Clause 12.7.13).
 - **Expired** meaning: previous SIM Card call credit balance is irrevocably set to null and if no timely reactivation event occurs (as in Clause 12.7.14) SIM Card becomes useless and void.
- 12.7.5. Customer acknowledges and accepts that SIM Card status Active is required i) to make a connection to Provider's mobile network with his Mobile Device and ii) use the Services accessible by Mobile Devices.
- 12.7.6. It is Customer's responsibility to keep his SIM Card status Active at all times.
- 12.7.7. At the time the SIM Card is issued at purchase, its status is 'Idle', not activated. SIM Card activation occurs when the new prepaid SIM Card is used for the first time for either a voice call, an SMS message or data access/usage; SIM Card status is then set to Active.
- 12.7.8. From the moment of first SIM Card activation, SIM Card's balance can be increased by a Reload, such action also sets the Airtime which is a time limit in the SIM Card Life Cycle, as is explained further on.
- 12.7.9. Airtime is related to Reload as is specified hereunder:
If Reload value is:
- | | |
|-----------------------------------|---------------------|
| - less than ANG. 10,- | Airtime is 15 days; |
| - between ANG. 10,- and ANG 24,99 | Airtime is 30 days; |
| - between ANG. 25,- and 49,99 | Airtime is 60 days; |
| - between ANG. 50,- and 99,99 | Airtime is 90 days |
| - ANG. 100,- or more | Airtime is 120 days |
- 12.7.10. For the SIM Card Life Cycle, the longest airtime - set as a result of previous Reload - counts. (e.g. if customer reloads ANG 100,- and immediately reloads ANG 5,- thereafter, the Largest current Reload Airtime is 120 days).
- 12.7.11. After the initial stage as in 12.7.7, SIM Card status will be switched from Active to Inactive if either:
(1) Sim Card call credit balance is null OR (2) the Largest current Reload Airtime period (as in 12.7.10) is expired;
- 12.7.12. If SIM Card status is switched from Active to Inactive and no Reload (as in Section 12.7.9) occurs within 14 days after that switch event, SIM Card status is switched to Disabled.
- 12.7.13. If SIM Card status is switched from Inactive to Disabled and no Reload occurs within 31 days after that switch event, SIM Card status is switched to Expired;
- 12.7.14. If SIM Card status is switched from Disabled to Expired all the SIM's call credit is irreversibly forfeited. In case no reactivation event (in a UTS store at a charge of ANG 10,60 and immediately followed by a Reload) is effected within 30 days after that switch event, the SIM Card will irreversibly become unusable and SIM Card's mobile number will be void, to be issued to another UTS SIM Card over time;
- 12.8. Customer acknowledges that his SIM Card can only be used in combination with the type of mobile device for which it is intended and further acknowledges that the SIM Card will

- have a registration number which enables Provider to register the technical properties and/or settings of the SIM Card. Provider reserves the right to change the technical properties and/or settings of the provided SIM Card.
- 12.9. Customer acknowledges it is his sole responsibility to obtain a mobile device and/or a SIM Card that will support the Services chosen.
- 12.10. Customer acknowledges that (part of the) elected Services cannot be accessed when his SIM Card status becomes other than Active, and/or the acquired mobile device does not support the elected Services or the Network. Customer acknowledges this will not constitute a ground for cancellation and/or termination of the Agreement and will not be grounds for waiving or cancellation of Fees.
- 12.11. Provider undertakes to timely notify customer – on a best efforts basis - on pending changes to the SIM Life Cycle by submitting SMS messages.
- 12.12. Customer will be able to use and access his mobile prepaid bundle(s), subject to such bundle's terms, as long as his SIM Card status is not Expired; the mobile prepaid bundle credit (balance) is not linked to SIM Card status Active and neither to SIM Card Status Inactive and is not dependent on SIM Card call credit balance. SIM Card status Expired results in bundle credit(s) being forfeited.
- 12.13. Provider may opt to submit/activate commercial offers to mobile prepaid customers – by SMS or through other media - at the time Customer has spent less than ANG 10. during a 30 day period prior to submission date.
- 12.14. Customer is able to effectively block receipt of Provider's commercial offers as in Clause 12.13

Internet

- 12.15. Customer irrevocably waives any claims against Provider or Provider Affiliates which may arise from the acts or omissions of domain name registries, registrars or other authorities.
- 12.16. Any Internet Protocol address ("IP address") assigned to the Customer by Provider in connection with a Service shall be used solely in connection with such Service. If such Service is discontinued for any reason (including termination of the Agreement or part thereof), the Customer's right to use the IP addresses shall immediately cease and the IP address shall be returned immediately to Provider. Any breach of this Clause 12.14 is a material breach of the Agreement.
- 12.17. If Customer does not move the domain name(s) registered by Provider to another Internet provider within one month after termination of the Agreement and/or the Internet Service, Provider reserves the right to terminate the domain name(s) registered by Provider for the Customer with the applicable domain name authorities, registries and registrars.
- 12.18. Provider may grant Customer non-exclusive rights of access to third party websites and/or - web portals as part of the Services. Customer unconditionally accepts any and all risks involved with or arising from accessing and/or using of such websites and web portals in any way whatsoever.

Television

- 12.19. Customer shall use the Television Services solely for residential purposes without any business objective.

Bundles

- 12.20. Customer's use of a Bundle which exceeds, within a specified time frame, the duration and/or number of uses and/or quantity of data and/or minutes and or number of SMS messages specified in the Agreement, qualifies as 'Out of Scale and Scope', such as for example: calls to service and information

numbers, numbers for non-geographic services and data roaming.

- 12.21. To any one service provided to Customer as part of a Bundle, the relevant parts of these General Terms and Conditions apply as if each Service therein was separately contracted between the Parties.
- 12.22. Calling minutes obtained in a Bundle can only be used within the geographical areas specified in the Agreement and for services provided by Provider and/or services provided by specified third parties.
- 12.23. A Bundle is terminated when the given quota (e.g. data, minutes or number of calls) has been used or when the expiry date of the Bundle is reached.
- 12.24. Calling minutes and capacity of the elected Services obtained in a Bundle cannot be carried over from one billing period to a next billing period. This means that all calling minutes and capacity specified in the Bundle which have not been used within a billing period will be forfeited.
- 12.25. Numbers of free SMS messages in a Bundle may be subject to choice of provider. Unused number of SMS messages within a billing period shall be forfeited.
- 12.26. SMS services in a Bundle is only applicable from Chippie to Chippie.
- 12.27. All usage Out of Scale and Scope of the contracted Bundle(s) will be invoiced against the (regular) tariffs of Provider and will be due and payable by Customer.

Service-Package

- 12.28. Subject to Provider's consent the Customer may elect an Upgrade to a Service-Package agreement, part of the Agreement.
- 12.29. While the Service Package agreement is effective the Customer is not entitled to a Downgrade, unless explicitly contracted otherwise.

13. CONFIDENTIALITY , CUSTOMER DATA AND PRIVACY

- 13.1. Each Party shall:
- 13.1.1. only use Confidential Information for the purposes laid down in these General Terms and Conditions;
- 13.1.2. not disclose Confidential Information to a third party without the prior written consent of the other Party (except that Provider may disclose Confidential Information to its Affiliate or to its employees, agents or contractors, including professional advisors or auditors, for the purposes of the Agreement); and
- 13.1.3. ensure that any third party to whom Confidential Information is disclosed executes a confidentiality undertaking substantially similar to the terms of this Section 13.
- 13.2. The provisions of Clause 13.1 shall not apply to any Confidential Information which: (i) is in or becomes available in the public domain other than by breach of this Section 13; or (ii) is or has been independently generated by the recipient Party; or (iii) is properly disclosed pursuant to a separate written consent or a statutory obligation, the order of a court of competent jurisdiction or the requirement of a competent regulatory body.
- 13.3. Customer acknowledges and accepts that Provider may keep for collection purposes a list of persons, whose Agreement is or was suspended or terminated in part or in full, for reasons of non-payment or material breach and with which persons Provider has not been able to settle on Provider's terms, and

that Provider shall be entitled in such cases - at Provider's sole discretion - to report such persons to the Curacao credit registration company Caribbean Credit Bureau NV (<http://www.caribbeancreditbureau.com>) or to any other credit registration body.

- 13.4. If so requested Provider shall inform Customer of being listed or reported -if at all- pursuant to Clause 13.3 and if Customer objects to such listing Clause 19 is applicable.
- 13.5. Customer acknowledges and agrees that Provider, Provider Affiliates and their agents will, by virtue of the provision of Services, come into possession of Customer Data.
- 13.6. Customer acknowledges and agrees that Provider, Provider Affiliates and their agents may use, process and/or transfer Customer Data (including intra-group transfers and transfers) to entities incorporated in States that do not provide statutory protection for personal information):
 - 13.6.1. in connection with the provision of Services;
 - 13.6.2. to incorporate the Customer Data into databases controlled by Provider or Provider Affiliates for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and
 - 13.6.3. to communicate with Customer regarding the Services by voice, letter, fax, SMS or email.
- 13.7. Provider publishes its Privacy Statement - which is in effect an elaboration of this Section 13 by means of a policy - on Provider's website.

14. AMENDMENTS AND DEVIATIONS

- 14.1. Parties can only deviate from the stipulations of an agreement, part of the Agreement, by means of written document signed by the Parties, unless Provider decides otherwise in its sole discretion on means of such deviation.
- 14.2. Provider reserves the right to increase the Fees in conformity with the indexing as published by the Central Bureau of Statistics of Curacao and such increases shall not qualify as an amendment of these General Terms and Conditions.
- 14.3. Provider reserves the right to increase Fees in cases wherein specific Service fees are regulated by the Government of the Territory, at the time increase of such fees is sanctioned pursuant Governmental ordinance or decree, and such increases shall not qualify as an amendment of these General Terms and Conditions.
- 14.4. Provider may unilaterally modify these General Terms and Conditions and modify Additional Terms and Conditions, amplify them, and/or modify the Fees pursuant to Clauses 14.2 and 14.3, as well as discontinue or change the Services (hereinafter: **the Changes**), upon one (1) month notice to the Customer through the media, electronically or in writing, if reasonably possible. Customer acknowledges and agrees that he is to check, on a regular basis, Provider's website to check on possible amendments to Provider's terms and conditions.
- 14.5. If the Customer does not agree to the Changes and the Changes affect the Customer materially and negatively, Customer has the right to terminate the Agreement by written notice, duly signed and delivered with proof of delivery, to Provider before such Changes take effect. Customer shall pay all amounts due and payable under the Agreement at the time of such termination. Customer's failing to terminate in time or by continued usage of the Services, shall result in Customer being deemed to have agreed to all Changes and be bound thereby.
- 14.6. Customer cannot terminate the agreement, part of the Agreement, pursuant to Clause 14.5 if he is offered the option

to refuse the Changes or if Parties already irrevocably agreed on the Changes when they entered into an agreement, part of the Agreement.

- 14.7. Provider is entitled in its sole discretion to unilaterally change an agreement, part of the Agreement, and without incurring any liability towards the Customer and without the right of Customer to terminate the Agreement, if such change is due to any existing or future regulation, decision and/or instruction of an authorized regulatory and/or governmental body.

15. VARIOUS

- 15.1. Neither Party may assign, charge, transfer or otherwise dispose of the Agreement, and any agreement which is part thereof, or any rights or obligations therein in whole or in part, without the written consent of the other Party (which consent shall not be unreasonably withheld or unduly delayed), except that Provider may assign any and all of its rights and obligations hereunder: (i) to any Provider Affiliate; (ii) to a third party pursuant to any sale or transfer of substantially all the assets or business of Provider or a Provider Affiliate; or (iii) to a third party pursuant to any financing, merger, or reorganization of Provider or a Provider Affiliate.
- 15.2. Failure or delay of Provider to exercise or enforce any right or benefit conferred by the Agreement, including Provider's right to submit to Customer invoices in accordance with Section 5, shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- 15.3. Customer shall forfeit a penalty amounting to ANG. 10.000,- immediately due and payable (i) in case of Customer's infringement or attempting to infringe, by himself or through the assistance of third parties, on the Services by accessing the Services without duly compensating Provider for the use thereof and/or (ii) in case of Customer's infringement or attempting to infringe, by himself or through the assistance of third parties, on intellectual property rights vested in the Services, in the SIM Card or in the Service Equipment. Nothing in this Clause 15.3 shall reduce Provider's rights of compensation for his damages resulting from such infringement, at Customer's expense.
- 15.4. Nothing in the Agreement and no action taken by the Parties pursuant to the Agreement shall constitute or be deemed to constitute between the Parties a partnership, agency, association, joint venture or other co-operative entity.
- 15.5. Unless explicitly expressed and contemplated in an agreement, part of the Agreement, nothing therein can or will create or confer any rights or benefits in favor of any person or entity other than the Parties.
- 15.6. Provider reserves the right to claim or reclaim for investigative purposes Service Equipment and/or Customer Equipment from Customer if Provider has reasonable grounds to assume that such equipment is used in breach of the letter and purpose of the Agreement or in breach of the law.
- 15.7. If any clause or language of these General Terms and Conditions would be deemed invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of these General Terms and Conditions shall not in any way be affected or impaired.
- 15.8. At Customer's request Provider shall submit a copy of these General Terms and Conditions free of charge.

16. NOTICES

- 16.1. Except as otherwise expressly provided for herein, any notice required or authorized to be given under the Agreement by Provider to Customer shall be delivered by prepaid registered

post or by facsimile transmission (immediately confirmed by post) or electronically through e-mail or SMS.

- 16.2. Customer shall notify Provider - with proof of submission or delivery of notification - of Customer's change in home - and/or email address, fax number or other material changes in Customer's address, at Customer's earliest convenience if such change occurs.

17. CUSTOMER SUPPORT

- 17.1. Provider undertakes to provide to the Customer assistance through telephone, internet and other means of communication in relation to the Service through the Customer Support department.
- 17.2. Particulars of Customer Support shall be published on Provider's Website and, as the case may be, through the media.

18. CODE OF ACCEPTABLE USE

- 18.1. Any use by, or attempt to use, by the Customer, either by himself and/or by third parties engaged by Customer in any way whatsoever, of the Network and/or the Service(s) and/or Product(s) or system resources used to provide the Services otherwise than as contemplated under the Agreement or disrupting the normal use of the Service(s) and/or any system of Provider and/or of other customers of Provider other users or suppliers, is considered to be an abuse of the Services resulting in Customer's material breach of the Agreement.

- 18.2. Abuse of the Services is also - amongst others - the commercial exploitation, including the selling, distribution, leasing, or otherwise provisioning of the Service(s) (in whole or in part) to third parties or of, data, voice or other services by the Customer by means of the Service(s) or the Network.

- 18.3. To all Services a Fair Use Policy applies, which is published on Provider's Website.

To Bundles or Service Packages which are sold as 'unlimited' no fixed limit is applied, however the Customer is always bound to reasonable use of the Services to allow other customers fair use thereof as well. Unreasonable use of a Service means, amongst others:

- 18.3.1. use of a mobile Service through computers or routers resulting in heavy traffic.
- 18.3.2. continuous or near continuous use of mobile internet Services to connect baby phones or comparable devices.
- 18.3.3. excessive up- or downloading over time.

The limit of reasonable use is derived by Provider from average use of Services by other, comparable customers. If Provider detects Customer's unreasonable use of a Service, it is entitled, without any prior notice, to suspend Customer's use of the Service temporarily or to limit Customer's options or temporarily lower the level of quality of the Service. Customer's persistent unreasonable use of a service or services qualifies as Abuse of the Services.

- 18.4. Abuse of the Services as in Clauses 18.1 and 18.2 comprises amongst others:

- 18.4.1. use of additional capacity for voice or data traffic, of additional IP-addresses or television channels, or other part(s) of the Services provided by Provider to the general public, outside the scope of the Agreement without Provider's explicit consent and without compensating Provider for such additional use.

- 18.4.2. causing of interference on the Network if it is the result of Customer's improper use of devices or the result of use of improper devices or the result of Customer's actions.

- 18.4.3. use for illegitimate or illegal purposes.

- 18.4.4. the use of or introducing of viruses, worms, harmful code, hacking, 'piracy' and/or use of Trojan horses or likewise on the Network.

- 18.4.5. use for spamming or flaming purposes or otherwise obtain unauthorized Services, or with the objective

- 18.4.6. to deny third parties the use of telecommunication services.

- 18.4.7. deletion or alteration of author(s)' attributes or copyrights notice, unless expressly permitted in writing by Provider, the author or owner of such rights;

- 18.4.8. modifications, alterations, reverse engineering, de-compilation, disassembly or creation of derived works based on Provider's proprietary information and/or software provided by Provider's suppliers is considered to be an abuse of the system resources and shall qualify as breach of the Agreement.

- 18.4.9. any and all actions which Customer can in reason assumed to be abuse of the Services on grounds of breach of the true purpose of any agreement, part of the Agreement.

- 18.5. Access to and use of the Internet is considered to be a specific Service.

- 18.6. Customer acknowledges that the internet is a world-wide network and that the information available through the Service(s) may include items of an erotic, abusive or violent nature or other items not appropriate for viewing or possession by minors, therefore Customer acknowledges that Provider cannot and does not exercise any control over the information passing through its systems, nor is it obliged to do so, and therefore Customer accepts that it is his sole responsibility to undertake that the use of the internet by minors shall be supervised by himself, or by a parent or guardian.

- 18.7. Customer acknowledges that the Network has been established to:

- 18.7.1. provide - speed and quality depending on the equipment used and Services agreed upon - always on a best efforts basis, networking services to the Customer.

- 18.7.2. promote the use of data-related services in the Territory.

- 18.8. By using the internet Customer is bound to act in accordance with the principles laid down in Section 18.4 and in conformity of further requirements, restrictions and conditions contained herein and as further may be communicated to Customer by Provider and thus Customer is bound to:

- 18.8.1. respect the privacy of third parties, be they customers of Provider or not, and refrain from actions that monitor, restrict or inhibit anyone's - whether a customer of Provider or otherwise - use of the internet.

- 18.8.2. respect the legal protection provided by copyright, license, and other applicable legal devices to programs, communications, and transmit or receive data.

- 18.8.3. respect commonly accepted principles on the proper usage of any Service and refrain from - amongst others - fraudulent use of credit card numbers, circumventing or altering the processes or procedures to measure time, bandwidth utilization, intercepting third parties' messages or data, sending threats, hate messages, false advertisements and junk mails and spam messages to anyone.

- 18.8.4. refrain from circumventing user authentication or security of any host, network or account.
- 18.8.5. obtain all required permissions and to comply with all applicable laws, regulations, or conventions including those related to data privacy, international communications, exportation of technical or personal data and intellectual property laws (including copyright and patent law).
- 18.8.6. promptly notify Provider if there is reason to suspect unauthorized use of the Network.
- 18.9. Customer waives his rights, real or pretense, to seek redress from Provider if Customer is harmed or offended by information products or services found on or received through the internet.
- 19. DISPUTE RESOLUTION AND APPLICABLE LAW**
- 19.1. These General Terms and Conditions and the Agreement are governed by Curacao law.
- 19.2. Stipulations of an agreement, part of the Agreement, shall comprise:
- 19.2.1. the agreement with its annexes (if any);
- 19.2.2. the Additional Terms and Conditions applicable to the agreement (if any);
- 19.2.3. these General Terms and Conditions;
- 19.2.4. Provider Affiliate's Terms and Conditions;
- 19.3. In the event that there is any conflict, discrepancy or contradiction between the stipulations of an agreement, part of the Agreement, and terms and conditions applicable thereto, the above ranking shall apply in the order shown (i.e. the language in the agreement supersedes). In the event of any discrepancy or contradictions between annexes to an agreement, the language in the annex with the lower number shall apply.
- 19.4. In the event of a Customer's complaint concerning the Agreement, Customer shall first contact the Customer Support department.
- 19.5. In the event Customer is dissatisfied with Customer Support department's handling of a complaint Customer may request to be brought in contact with the Account Manager of the Service or a similar person in a comparable position, employed by the Provider. If no solution is reached through such contact, there is a dispute between the Parties.
- 19.6. If the Customer wishes to file an Invoice-complaint in regard of any invoice or part of an invoice becoming due under Section 5, the Customer shall, before the invoice is due, deliver a notice in writing to Provider setting out the nature of the complaint, including: (i) date and number of disputed invoice; (ii) disputed amount; (iii) reason for complaint; and (iv) supporting documentation, as appropriate.
- 19.7. If Customer proves an invoice was submitted after its due date and further proves that Provider's Website and SMS service as in Clause 5.8 did not timely contain information on that invoice, Customer may dispute such invoice or part of such invoice by filing an Invoice-complaint within 5 days after Customer obtained information on such invoice by delivering a notice in writing to Provider setting out the nature of the complaint, including: (i) date and number of disputed invoice; (ii) disputed amount; (iii) reason for complaint; and (iv) supporting documentation, as appropriate.
- 19.8. The Parties shall use all reasonable endeavors to resolve Invoice-complaints as soon as is reasonably practicable. However if Invoice-complaints are submitted to Provider beyond the periods of time stipulated in Clauses 19.6 and 19.7 Provider can ignore such complaints and is relieved from obligations arising from this Clause 19.8.
- 19.9. Provider's books shall be binding in any dispute between Provider and Customer, unless Customer – who shall always have burden of proof on the contrary - shows absolute proof of the opposite.
- 19.10. Customer can object to Provider's use or appliance of parts of these General Terms and Conditions by submitting a written complaint to Customer Support. Provider shall undertake to have such complaint being answered within sixty days after submission by the committee appointed for such purposes by the Minister in charge of telecommunication matters. For information on this committee Customer may submit a request in writing to the Manager of Provider's legal department at Provider's main office.
- 19.11. If Customer does not agree with Provider's response to the complaint under Clause 19.10 there is a dispute between the Parties.
- 19.12. In case a dispute cannot be resolved amicably, either Party may seek the protection of the Curacao courts with the exclusion of any other court.
- 19.13. Notwithstanding Clause 19.12 Provider may proceed against Customer before the competent court in the jurisdiction of Customer's residence abroad.
- 19.14. Nothing in this Section 19 shall prohibit Provider to undertake immediate legal action and seek the protection of the competent Court, in case of Customer's material breach of the Agreement.
- 19.15. If any stipulation or part of a stipulation of these General Terms and Conditions would prove void or unenforceable, this shall not affect any other stipulations of these General Terms and Conditions and shall not diminish Parties' other rights and obligations arising from the Agreement and from these General Terms and Conditions. The stipulation or part thereof which is void or unenforceable shall be deemed to be replaced by a stipulation which as far as possible under law meets the true purpose of what is proven void or unenforceable.