

GSM GENERAL CONDITIONS

1. Definitions

These general conditions include the following concepts with the indicated description. Defined concepts are indicated in capital letters.

Connection : the possibility to utilize the GSM Mobile telecommunication service via adequate GSM Mobile peripheral devices.

General Conditions: The general conditions below for GSM Mobile telecommunication services of UTS.

Chippie Post paid: the agreement whereby a GSM communication is provided. The user pays for the telephone calls after receiving the monthly invoice from UTS.

Chippie Prepaid: a GSM Mobile telecommunication service of UTS which operates via a telephone system paid in advance by the client.

Chippie Prepaid card: a telephone card which is obtained via payment by the client in order to acquire a credit for the use of Chippie Prepaid.

Chippie SIM-card: a chip card required for the use of a Connection to the GSM Mobile telephone service whereby the GSM-standard or interacting systems are operated.

Chip-It-Up: Over The Air Recharging from Chippie Prepaid to Chippie Prepaid.

Consumer: the Contracting party who utilizes the GSM Mobile telecommunication service other than operating a business or trade.

Contracting party: any one who has concluded an agreement with UTS for providing the GSM Mobile telecommunication service.

Month: unless otherwise indicated in the text that a full calendar month is meant, a sequential period till the same date of the following calendar month.

Mobile: GSM Mobile telephone service

Mobile Peripheral Devices: portable transmitters and receivers which are suitable as accessories to be Connected to a GSM Mobile Network.

Mobile Network: a telecommunication network destined for the Mobile Telecommunication Services, whether or not for GSM, which is installed and serviced by Setel N.V. as far as required based upon a license granted.

Telecommunications: the telecommunication service provided by UTS which enables mobile users to make telephone calls (and the data traffic via the techniques applied) to and from network points on a Mobile Network or a fixed telephone net, on Curaçao as well as abroad, connected to the Network of UTS.

Agreement; a GSM contract whereby UTS provides and services one or more Connections.

UTS: United Telecommunication Services N.V., the limited liability company which concludes contract with the Contracting Party on behalf of the licensee for GSM Mobile Telecommunication Service, Setel N.V.

Traffic Data: information pertaining to telephone calls, such as starting time, duration, and termination of the call, number of the Connection dialled- and – in case of a switch, number of the transfer to the Connections.

Telephone systems paid in advance (also known as “prepaid): the service whereby the client pays beforehand for selected telephone calls
This client will not be invoices by UTS.

Workdays: Monday thru Friday, except for Official Holidays in Curaçao.

2. General stipulations.

- 2.1 UTS plans to offer various connections, which vary in rates and / or user possibilities. Unless otherwise explicitly indicated or revised, these General Conditions apply to the various future connections.
- 2.2 The Contracting Party can utilize the Mobile Telecommunication Service including other services pertaining to the routing, connection systems, storage or processing of data related to the service offered, for which he has signed an agreement.
- 2.3 With Mobile Telecommunication Services the transfer of data occurs partially or entirely via the ether. Thus it is possible for others than those for whom the information is intended, may receive this. Where technically available via the related Mobile Network, UTS will apply techniques which make the reception of data by third parties difficult.
- 2.4 With Mobile Telecommunication Services it is possible to build connections while the quality of the connections may vary per place and time. The variation may relate to the Mobile peripherals used, the radio cover, of the Mobile network used, the telecommunications traffic and the atmospheric conditions.
- 2.5 UTS tries to provide an uninterrupted service. However technically it is impossible to avoid interference of the service. Interference or interruption of the service is neutralized as soon as possible, taking into consideration the general

Conditions. Liabilities for malfunctioning of the service are subject to article 12 of the General Conditions.

3. Petition for and acceptance of a connection.

- 3.1 Unless another means for petitioning has been agreed upon, a Connection is requested by completing and signing the relevant form. UTS will offer a petitioner a copy of the General Conditions.
- 3.2 Upon request by UTS the petitioner should identify him / herself in a manner indicated, and provide the information required for evaluation of the petition.
- 3.3 In case of petitions on behalf of an other natural person or legal entity or corporation, the representatives should identify themselves in a manner indicated, And prove the competence for representation, via a recent excerpt from the registry of the Chamber of Commerce.
- 3.4 Unless otherwise indicated by UTS, as to the manner for petitioning and acceptance, the Agreement is concluded on the date of reception of the written confirmation from UTS, that the petition has been accepted.
- 3.5 The petition may be denied if UTS finds that:
The petitioner is incompetent, or if he does not provide the information required as per section two of this article within the time limit established by UTS;
The petitioner does not comply with the obligation in these General Conditions and such non-compliance justifies denial, or if it is quite probable that such an obligation will not be complied with;
The petitioner does not comply with financial obligation resulting from previous agreements with UTS. Furthermore other grounds not indicated above for denying a petition are UTS's prerogative. Denial of a petition will be motivated.
- 3.6 Unless otherwise agreed upon, UTS will inform the petitioner in writing, within ten Workdays after receipt of the petition, if the petition has been accepted, and where applicable, when the Connection will be established. Should it not be possible for UTS to reasonably react within that period, UTS will indicate the reason for such, while the petitioner will be informed of the term within which UTS will react to the petition.
- 3.7 Should the Connection be established prior to the acceptance of the petition, this activation will be considered conditionally. UTS may then terminate the Agreement should any of the circumstances as per section five occur. UTS may establish a time limit within which conditions are to be met. Should the Agreement be cancelled, the petitioner has to pay the fees as per article 14 section one, for the duration of the activation of the Connection, including all fees resulting from the use of the Mobile Telecommunication Service.

4. Activation and modification of the Connections.

- 4.1 No later than the date of the conclusion of the agreement, the petitioner should have provided UTS with the information required for activation of the Connection, such as identification codes and other details of Mobile Peripherals.
- 4.2 Unless otherwise agreed upon, the Connection will be activated soon after the conclusion of the Agreement. Should it not be reasonably possible for UTS to execute the operation within two full Workdays, an other term will be negotiated with the Contracting Party.
- 4.3 Unless informed of deviating terms, the stipulations of the previous paragraphs also apply to modification of a Connection.

5. Sim-cards.

- 5.1 The Contracting Party of a Connection to the Mobile Telephone Service (GSM) receives a Sim-card. The Sim-card remains the property of UTS.
- 5.2 The Contracting Party should safeguard the Sim-card as much as possible against unauthorized use, robbery or damage. Security Codes applied to Sim-cards should be held secret and should in anyway not be kept in the close proximity of the Sim-card.
- 5.3 UTS is entitled to change a Sim-card provided to a Contracting Party for a new Sim-card, in connection with the change of technical aspects of the Sim-cards, or in connection with ageing of the respective Sim-card.
- 5.4 After termination of the Agreement, Sim-card should immediately be returned to UTS, or destroyed in a manner indicated by UTS.

6. Assignment of numbers and number security.

- 6.1 In order to utilize a Connection a Contracting Party should possess at least one number. UTS will assign to the Contracting Party one or more numbers.
- 6.2 UTS is entitled to modify a number in case of modifications of the national numbering system or number allocation by the Bureau of Telecommunications and Post, and changes to a Mobile Telecommunication Service or a Mobile Network or under other circumstances which require modifications of the numbering.
- 6.3 Upon termination of the Agreement with the Mobile Telephone Service, a Contracting Party may request UTS to transfer a number used at the Connection, to a connection with an other provider engaged with UTS for number security.

6.4 Subject to earlier circumstantial modification, changes of numbering as per paragraph two will not be performed by UTS prior to three Months after publication of the modification.

7. Telephone Guides.

7.1 In order to promote the accessibility of the Mobile Telephone Service, UTS offers the Contracting Party of a Connection to the Mobile Telephone Service, who is not a prepaid user, the opportunity to be listed at his residence, in each publication of a telephone directory, once in a standard manner, free of charge, including the opportunity to be listed in a number information service of UTS. A Contracting Party has the option not to be listed in directories, but only at the number information service, or not to be listed at all. Listing in a telephone directory entails that the annotation may either be in booklet form or electronically.

7.2 The listing as per the previous paragraph does not apply to the Mobile Telephone Service whereby it is indicated that listings in the telephone directory and the number information service are not offered.

7.3 The way the Contracting Party wishes to be listed, is indicated on the petition as per article 3 or in a further modification. The information provided by the Contracting Party in order to be listed in the directory or number information services, should be accurate and complete and should not infringe upon the rights of third parties. Should a Contracting Party make use of the limited standard listing or not offered by UTS, a fee may be charged for this by UTS.

7.4 Besides the listing offered under the previous paragraphs, additional listings (including advertisements) may be offered by UTS. A separate agreement is signed for this to which the General Conditions do not apply.

7.5 UTS is not responsible for the accuracy, completeness or legality of the information provided by a Contracting Party. Should the information appear to have been incorrectly or incompletely provided, UTS will request the correct and Complete information from the Contracting Party.

8. Relocation.

8.1 Should a Contracting Party move and / or change his billing address, he should inform UTS in writing as soon as possible, of his new residence, address or office and / or new billing address.

9. Changes in the characteristics of a Mobile Telecommunication Service or a Mobile Network

9.1 The technical aspects of a Mobile Telecommunication Service or of a Mobile Network may be modified by UTS in order to cope with time and technology.

9.2 Where possible, UTS will try to carry out the modifications as per section one, without affecting the user possibilities of the Contracting Party and the Mobile Peripherals used. If that is not possible while a modification will have reasonably foreseeable financial consequences for the Contracting Party, the change will not take place before three Months have expired – or at such longer period required – after publication hereof.

10. Utilization.

10.1 The Mobile Peripherals are subject to legal requirements. It is not allowed to use equipment which do not meet the legal requirements. The consequences of the use of equipment which do not meet these requirements, including possible financial consequences, are on account of the Contracting Party.

10.2 The Contracting Party is responsible for the use of his Connection, even if this occurs without his permission. Taking into consideration article 14, all calls made, are on his account.

10.3 It is not allowed to perform activities, or to have these performed that affect the amounts which the Contracting Party would owe UTS for the Mobile Telecommunication Service if these activities were not performed.

10.4 Should the telecommunication traffic experience hindrance from the use of the Connection, or of connected Mobile Peripherals, the Contracting Party must adhere to the instructions issued by UTS and to cover the related financial expenses. Should UTS deem such necessary, the Connection may immediately (temporarily) partly or entirely be put out of use.

10.5 Under conditions to be stipulated and offered by UTS, the Contracting Party of a Connection may avail himself of the opportunity, to use his Connection in another country (the so-called global roaming). In those instances the Contracting Party can use the services of the respective foreign provider, taking into consideration the user possibilities, quality and regulations offered by the provider. UTS may implement changes to the destinations where this possibility can be applied.

11. Maintenance and interference

11.1 The Mobile Networks are services by or on behalf of UTS. In order to service the equipment, UTS may (temporarily) discontinue (part) of the Mobile Network. UTS will reduce this to a minimum, and where required, this will be timely published, unless it concerns short or limited interruptions whereby general or specific publication can not be required from UTS.

11.2 Interferences are investigated as soon as these are known to UTS and remedied to the best of their ability.

11.3 The expenses to detect and correct the interference are for the account of UTS. These expenses may be charged to the Contracting Party if it turns out that the interference is caused by the Mobile Peripherals used or due to actions of the Contracting Party contrarily to the General Conditions.

12. Liability of UTS.

12.1 UTS is not liable, whether in tort, contract or indemnity, for damage resulting from events circumstances beyond its control, including among other: a. non-availability, delay or interference and defects of networks, information, products and services of third parties; b. strikes or labour unrest and c. resolution, regulations, instructions or orders issued by the law, government or any other competent authority.

12.2 UTS is never liable, whether in tort, contract or indemnity, for damage or extended perils, including loss or damage to information or loss of income, profit or turnover.

12.3 UTS is not responsible and never liable, whether in tort, contract or indemnity, for imperfections of other providers of telecommunication networks and telecommunication services connected to the Mobile Network of UTS.

12.4 UTS is not liable, whether in tort, contract or indemnity, for incorrectly entered phone numbers in case of monetary transfers for any of its services, such as Chip-it-up.

12.5 UTS is not liable, whether in tort, contract or indemnity, for mal usage of any PIN codes administered to subscriber by UTS.

12.6 In any case the liability of UTS under any theory shall never exceed the amount of Nafl. 1.000,- per event. In no event shall UTS be liable for any indirect, special exemplary, consequential or incidental damages, whether such alleged damages are alleged in tort, contract or indemnity.

12.7 The above stated limitations are valid except in the case of UTS' gross negligence or willful misconduct.

13. Liability of the Contracting Party.

13.1 With the exception of the relevant stipulations as expressed in these terms and conditions, the Contracting Party is not liable for realization and execution of this Agreement.

13.2 The Contracting Party is liable for damage resulting from imperfections for which it is responsible. A Consumer is exclusively liable for business interruption or extended perils of UTS, if such damage was due to malice or recklessness on behalf of the Consumer, knowing that damage would result thereof.

13.3 The Contracting Party indemnifies UTS against claims from third parties regarding compensation for damage which these third parties could pass on to UTS, as far as such is justified based upon the use of the Connection, by the Contracting Party, particularly as to the contents of the information transferred via the Connection.

14. Fees.

14.1 The Contracting Party has to pay fees to UTS for the services rendered to him in accordance with rates established and published. The rates may consist of non-recurrent amounts due, monthly or periodic fees and fees related to the use of the Mobile Telecommunication Service. The fees are increased by the turnover tax and other levies imposed by government.

14.2 Fees for the use of a Mobile Telecommunication Service may relate to the telecommunication traffic established and the telecommunication traffic accepted on account of the party dialed.

This may include fees for use in another country, as referred to in article 10, section five, in accordance with the prevailing rates.

14.3 As far as not related to the full calendar month, 1/30 part of the monthly fee will be charged for each day.

14.4 For establishing the amounts due as referred to in section two, the information from UTS is final, provided that it is proven that this information is incorrect. UTS should exercise due care when establishing this information.

14.5 Subject to the services offered whereby this is excluded, in case of robbery, loss of the SIM-card and related security codes of the Connection to a Mobile Telephone Service (GSM) or (assumption of) use against his will, the Contracting Party may request UTS to block the Connection. Blockage takes place on the date of the report. Reports may be filed 7 days a week. The Contracting Party is only liable for the user related fees as per section one, up to the blockage of the Connection.

15 Payment.

15.1 Unless otherwise indicated, the non-recurrent and periodic fees as per article 14 section one, are due as of the date the Connection is activated.

15.2 UTS is entitled to demand prepayment of the non-recurrent and periodic fees. User related fees are due on the date invoiced. Deviating payment conditions may be established for certain services offered.

15.3 Unless otherwise agreed upon, UTS charges the amounts owed by Contracting Party, via an invoice. Invoices are mailed periodically, whereby different services may be covered by different periods. Under specific circumstances (such as high

amounts for user related fees in a limited period) intermediate invoices may be mailed.

- 15.4 Subject to a proxy from the Contracting Party to UTS for an automated collection credited to the account of UTS, payments should take place in the manner and within the term indicated on the invoice. Subject to the specific circumstances as per the previous paragraph, the payment term shall be 14 days from the invoice date. For amounts which require an advance payment, another form of payment may be agreed upon.
- 15.5 The Contracting Party of a Connection to the Mobile Telephone Service can indicate to UTS his preference for the type of invoices offered. For specifications other than the standard specification, a fee may be required in accordance with rates established.
- 15.6 Objections to the amounts invoiced should be made known to UTS before the date of expiration. UTS will not appeal to overrun of this term if the objections could not have reasonably been discovered by the Consumer within this term. Payments should not be postponed for those amounts on non-contested invoices.
- 15.7 Should a Contracting Party have repeatedly contested amounts invoiced while the objections proved to be unfounded, UTS may charge the Contracting Party beforehand for the research expenses. Before any research, the Contracting Party will be informed by UTS that it wishes to avail itself of this competence.

16. Untimely payment.

- 16.1 Should the Contracting Party not effect payment within the term established by article 15 section four, he is in default without a written warning.
- 16.2 As of the date that the Contracting Party is in default, UTS is entitled to charge the legal interest and extra-judicial collection charges. The reasonably made extra-judicial expenses and those which can be considered reasonable in proportion to the outstanding amount, are subject to reimbursement.

17. Security.

- 17.1 UTS is entitled to require a security deposit, or bank guarantee from the Contracting Party (or petitioner).
- 17.2 Should there be reasonable doubt that the Contracting Party (or petitioner as per article 3) may not comply with his payment obligations based upon general or specific facts or circumstances, or should he owe abnormal amounts for user related services during a limited period, or should he not have a fixed address or residence in Curaçao, UTS is also entitled to demand an extra security deposit or bank guarantee from the Contracting Party (or petitioner).

18. Discontinuation of the service.

- 18.1 Subject to the stipulations of the previous articles, UTS remains with the right to Disconnect or to (temporarily) partially or completely discontinue the other services, should the Contracting Party not comply with the obligations resulting from the Connection while non-compliance warrants discontinuation. The obligations for payment of the monthly fees as per article 14 section one and other fees remain in force during the disconnection period.
- 18.2 UTS is competent to invoke partial or complete disconnection without written notice should the Contracting Party violate article 10, section one, three and four, or should the Contracting Party otherwise injure the reputation of UTS in such a way, that one can not expect the Connection to be maintained.
- 18.3 Should a Contracting Party owe abnormal amounts during a limited period for user related services, UTS is entitled to implement a complete blockage, until the Contracting Party has effected payment, or provided a security as per article 17. Where reasonably applicable, UTS will inform the Contracting Party beforehand hereof.
- 18.4 Re-activation will take place as soon as the Contracting Party has complied with his obligations with the terms established by UTS. A re-activation fee must be paid.

19 Providing Information.

- 19.1 The Contracting Party is obliged to provide UTS with information required for maintaining an adequate operation of a Mobile Telecommunication Service, which includes information pertaining to Mobile Peripherals connected or to be connected.
- 19.2 UTS will endeavour to exercise confidentiality as to all information acquired from the Contracting Party whereby it is evident that the type of information could be considered confidential.

20 Use and processing of (personal) data; protection of the private life.

- 20.1 UTS processes the (personal) data, including traffic information of the Contracting Party required for a proper service. This information is processed in conformity with the law. The processing of personal data will also be reported by UTS in accordance with applicable legal regulations.
- 20.2 UTS will ensure adequate organizational and technical measures to secure the processing of personal data. Personal information is not store longer than required for a proper operation or by law.
- 20.3 In the next paragraphs of this article, there are specific stipulations for the most important ways of processing personal information. Should ways of processing be created other than indicated in the paragraphs below, UTS will take the stipulations of paragraphs one and two.

Processing for communication purposes.

- 20.4 Files for written and electronic telephone directories and number information services (as per article 7) may be made available by UTS to other providers of similar directories and number information services.
- 20.5 UTS may provide personal data to third parties in view of the acquisition by these for commercial-, idealistic and charitable purposes, provided that the Contracting Party has indicated to object to such.

Processing of its own services and UTS invoices.

- 20.6 UTS can process traffic information related to its own services, especially should his result from services provided to a Contracting Party.
- 20.7 In case of specifications on invoices, as per article 15, paragraph five, the telephone number of the Connection where a connection is established may be indicated on the invoice of the caller.

Processing of number information.

- 20.8 In order to carry through telecommunication traffic via the various Mobile networks and telecommunication networks of UTS and other telecommunication services in Curaçao and abroad, number information is exchanged. The use of number information is subject to legal regulation in Curaçao as well as abroad. UTS is not responsible for non-adherence to those rules by other providers that UTS itself.
- 20.9 Regarding the Supplemental Service Number Display (Atami) the number of the caller is transmitted to the Caller.

Processing with regard to legal obligations

- 20.10 UTS will comply with the legal obligation to provide information (including personal data) for criminal investigations.
- 20.11 Subject to the exemptions by law, UTS safeguards telephone- and telegraphic secrecy. In accordance with the law, UTS will cooperate in tappings ordered by the competent authorities.

21 Duration of the agreement.

- 21.1 Unless otherwise agreed upon with the Contracting Party in writing and under conditions to be established, the agreement is concluded for a period of two (2) years commencing on the date of activation.

- 21.2.A The Agreement may be cancelled in writing by the Contracting Party after the minimum duration taking into consideration a notification of one Month.
- 21.3 Cancellation during the minimum duration is only possible in case of death of the Contracting Party, or in case of modifications performed by UTS as per article 9, paragraph two, or in instances as per article 26, paragraph four.
- 21.3.A The Contracting Party as well as UTS may dissolve the Agreement should any party not comply with one or more of their obligations, as far as this default justifies dissolution. Subject to the cases as per article 18 paragraph two, a written warning must be forwarded, should it be possible to comply as yet. Dissolution is also possible in case of bankruptcy or moratorium of the Contracting Party, provided the trustee or Receiver prefers to continue with the Agreement and provides adequate security as per article 17.
- 21.5 Should UTS dissolve the Agreement during the minimum duration indicated in the previous paragraph, the Contracting Party remains obligated to pay the periodic fees for the duration of the minimum period as per article 14 paragraph one.

22 Transfer of the Agreement.

- 22.1 Subject to the written approval from UTS, the Contracting Party is not entitled to transfer the rights and obligations resulting from the Agreement. The approval may be subject to conditions.

23 Complaints and disputes.

In case of complaints or disputes pertaining to the Agreement, the Contracting Party may firstly contact UTS, via the telephone number or address indicated on the invoice. Within 30 days after receipt of the complaint, UTS will react as regards to the contents, provided that this is reasonably possible. In that case UTS will inform the Contracting Party of the reasons and the period within which UTS will react to the contents.

24 Jurisdiction.

The Agreement and these General Conditions shall be governed, construed and interpreted in all respects in accordance with the laws of the Netherlands Antilles or the Laws that will be applicable in Curaçao due to a change of the Political Structure of the Netherlands Antilles, and shall be subject to exclusive jurisdiction of the courts of the Netherlands Antilles with its seat in Curacao.

25 Expiration.

All receivables resulting from this Agreement expire after five years, commencing on the day after the due date of the debt. Interruption of the limitation period takes place in accordance with the stipulations of general law.

26 Adjustments of conditions and rates.

- 26.1 The General Conditions and rates may be revised by UTS.

- 26.2 Subject to the stipulations in paragraph four revisions of the General Conditions and rates also apply to existing Agreements.
- 26.3 The revisions enter into effect 14 days after publication or on a later date published in the announcement.
- 26.4 Should a Contracting Party refuse to accept the amendment of the General Conditions, he may cancel the Agreement in writing, as of the date the new conditions enter into effect. The notification should be presented in time. The notification will exclusively be accepted by UTS as being timely, if the notice is received by UTS prior to the last-mentioned date. As to the revision of the rates the stipulations of this paragraph only apply to rates which on balance, result in a higher rate for the Contracting Party.