

General Terms and Conditions for Communication Services SETAR NV

Article 1 / Definitions

For the purposes of these General Terms and Conditions, the following shall be understood by:

Connection

The possibility to use a Communication Service.

Additional Services

Within the framework of the Fixed Telephone Service and/or Cellular Telephone Service, with regard to routing, connection setup, storage or processing of data.

Subscription

A Connection for which the compensation due on account hereof will be charged to the Contracting Party by means of an invoice.

Contracting Party

The party that has concluded an Agreement with SETAR.

Cellular Telephone Service

The SETAR service that makes it possible that communication of users of cellular telephone communication service (and the data communication possible within the techniques used for same) is completed from and to Network Connections or similar connections to other Telecommunications Networks (fixed or cellular, domestic and abroad) with which the SETAR Telecommunications Network is connected.

Cellular Peripheral Devices

Mobile transmitting and/or reception devices suitable as Peripheral Devices for the use of the Cellular Telephone Service.

DSL

The Communication Service that makes it possible to use an Internet broadband service.

Frame Relay

The Communication Service that makes it possible to use an Internet broadband service between two or more Network Connections.

International Fixed Connection

The possibility provided by SETAR for the direct transportation of data between a Network Connection in Aruba and network connections abroad, the realization of which cannot be influenced by the user through the network connection, including the facilities required for same. This service consists of an Aruban part provided by SETAR and a foreign part provided by a foreign organization.

Internet

The worldwide public network of computer networks set up for data exchange.

Internet Access Service

A SETAR service that makes it possible for users of a connection to the Fixed Telephone Service to gain access to the Internet.

Month

A consecutive period until the same date in the next calendar month, unless it ensues from the context that a full calendar month is meant.

Network Connection

A termination point of SETAR's Telecommunications Network that serves to connect Peripheral Devices.

Net Relay

A SETAR service that makes it possible for users of the Frame Relay Service to gain access to the Internet.

Agreement

An agreement based on which SETAR provides and maintains one or more connections and services.

Paging Service

A SETAR service that makes it possible for mobile users to receive data sent to them by means of Peripheral Devices suitable for this purpose.

Prepaid Connection

A Connection, not being a Subscription, for which the compensation due on account hereof is paid by topping down the balance.

Peripheral Devices

Devices meant for direct or indirect connection to a Network Connection for the transmission, processing or reception of information.

SETAR N.V.

The corporation under private law, domiciled in Aruba, to be named SETAR hereinafter.

SIM card

A chip card necessary for the use of a Connection to the Cellular Telephone Service, using the GSM standard or systems that work in conjunction with same.

Telecommunications Network

The equipment and other technical means that make the transmission and, when applicable, routing of signals possible between Network Connections, through lines, radio waves, optical means, or other electromagnetic means.

Trunking Service

A SETAR service that makes two-way radio communication programmed in groups (so-called Talk Groups) possible between the users of this service.

Fixed Telephone Service

The SETAR service that makes it possible that telephone communication (and the data communication possible within the techniques used for same) is completed from and to Network Connections or similar connections to other Telecommunications Networks (fixed or cellular, abroad), with which the SETAR Telecommunications Network is connected.

National Fixed Connection

The possibility provided by SETAR for direct transportation of data between Network Connections, the realization of which cannot be influenced by the user through the Network Connection, including the facilities required for same.

Communication Service

SETAR's Telecommunications and related services, including, but not limited to, the Fixed Telephone Service, Cellular Telephone Service, National Fixed Connection, International Fixed Connection, Paging, Trunking, Frame Relay, Net Relay, DSL, and Internet Access Service.

Communication Data

Data concerning the telephone communications, such as starting time, duration, and termination time of a call, number of the Connection called, and – in case of call forwarding – numbers of the forwarded Connections.

Facilities

Parts of the SETAR Telecommunications Network, including lines, equipment, and Network Connections, used by SETAR for the Fixed Telephone Service, the Cellular Telephone Service, or the Fixed Connection, respectively.

Workdays

Monday through Friday, with the exception of holidays generally acknowledged in Aruba.

Defined terms shall be indicated in the text with a capital.

Article 2 / General Provisions

- 2.1 The Contracting Party can use the Telecommunication Services he has concluded an Agreement for. Additional Services may be provided by SETAR on separate conditions and at separate tariffs to be announced.
- 2.2 SETAR shall endeavor to cause the service to run with as little interference as possible. However, it is technically impossible to prevent each interference or limitation of the service. Interferences or limitations of the service shall be remedied by SETAR as soon as possible with due observance of the provisions in these General Terms and Conditions. Liability for not functioning or improper functioning of the service shall only exist within the limits of the provisions in Article 13 of these General Terms and Conditions.
- 2.3 Connections to the Communication Service shall be provided by SETAR to a Network Connection on the location agreed on with the Contracting Party. Any equipment and lines connected to this Network Connection, necessary on that location for the use of Connections to the Communication Service shall be outside SETAR's responsibility under this Agreement. These General Terms and Conditions shall not be applicable to same.

- 2.4 Connection to the Cellular Telephone Service, Paging Service, or Trunking Service shall be provided by SETAR, provided that the Peripheral Devices suitable for this are used.
- 2.5 The provisions in the second and third sentence of the third paragraph shall be similarly applicable to Cellular Peripheral Devices necessary for the use of Connections to a Cellular Telephone Service.
- 2.6 These General Terms and Conditions shall be applicable to any and all Agreements, also those concluded on a moment before these General Terms and Conditions became applicable.
- 2.7 Where these General Terms and Conditions refer to Articles, Articles contained in these General Terms and Conditions are meant, unless explicitly stated otherwise in these Articles.

Article 3 / Application for and acceptance of a Connection to a Communication Service

- 3.1 A Connection to a Communication Service shall be applied for by filling out and signing a form meant for this purpose, unless another application method is agreed on. SETAR shall give an applicant a copy of these General Terms and Conditions, or send him a copy upon request, free of charge.
- 3.2 The applicant shall identify himself at SETAR's request in a manner to be indicated by it, as well as provide other information necessary for SETAR's evaluation of the application. Information shall also be understood to be personal data of and information about the creditworthiness of the applicant, such as information on capital and income and spending pattern.
- 3.3 In the event of an application (also) on behalf of another natural person or on behalf of a legal entity or corporation, the representative shall identify himself at SETAR's request in a manner to be indicated by it, and prove his power of representation, where possible by means of a recent extract from the register kept by the Chamber of Commerce.
- 3.4 The Agreement shall be concluded on the date of the sending of SETAR's written confirmation that the application has been accepted, unless agreed otherwise.
- 3.5 SETAR may refuse the application if:
 - a) the applicant is not legally competent or if he does not show the information requested as meant in the second or third paragraph of this Article within a period of time determined by SETAR;
 - b) the applicant fails to comply with an obligation contained in these General Terms and Conditions, and this non-compliance justifies the refusal, or if it is plausible that he will not comply with this obligation;
 - c) the applicant fails to comply with or has not complied with financial obligations towards SETAR under earlier agreements;
 - d) the application concerns an International Fixed Connection, of which the foreign part cannot be provided.

- 3.6 If the application concerns an International Fixed Connection, the notice meant in the sixth *[fifth? Translator]* paragraph shall not be given within the period of time stated in that paragraph if SETAR notifies the applicant within this period of time that the foreign part hereof still has to be applied for or SETAR cannot obtain certainty within this period of time about the possible delivery time of the foreign part of the International Fixed Connection applied for.
- 3.7 If the Communication Service is connected in anticipation of the acceptance hereof, this connection shall serve as conditional acceptance. SETAR shall then have the right to terminate the Agreement as yet if one of the circumstances meant in the fifth paragraph presents itself. SETAR may give the applicant a period of time within which the conditions to be imposed therein have to be complied with. If the Agreement is terminated, the applicant shall owe the periodical compensation meant in Article 15, first paragraph, for the period of time that the Communication Service has been active, as well as any compensation ensuing from the use of this service.
- 3.8 The provisions in the preceding paragraphs shall be similarly applicable to the application for Additional Services or change of a Communication Service, in as far as this has not been deviated from in the offer for these services or for the change in question.

Article 4 / Connection and change of a Communication Service

- 4.1 If what is necessary to connect a Communication Service is present and available, this shall be connected as soon as possible – endeavors shall be made to do this within three months after the date the Agreement has been concluded –, unless indicated otherwise.
- 4.2 Where possible, SETAR shall take reasonable wishes of the Contracting Party into account when it installs Facilities on the location agreed on. If necessary activities cannot take place on the location without interruption, or necessary cooperation for or on behalf of the Contracting Party is not given, the delay caused by this shall not be attributed to SETAR. If breaking, brickwork, and carpenter work or other similar assistance is necessary for this purpose, SETAR may indicate that these are to be carried out by and for account of the Contracting Party on SETAR's instructions.
- 4.3 As long as the Communication Service has not been realized as yet for the execution of the Agreement, the Contracting Party may cancel the Agreement in writing, in whole or in part. In that case, the Contracting Party shall owe SETAR a maximum amount equal to the non-recurring amount due, as meant in Article 15, first paragraph, or another amount that SETAR has announced before the conclusion of the Agreement.
- 4.4 The provisions in the preceding paragraphs shall be similarly applicable to connecting Additional Services and to the change of a Communication Service, unless deviating periods of time have been announced for same.
- 4.5 In the event of conditional acceptance as meant in Article 3, seventh paragraph, SETAR may limit the service, for instance by blocking certain destinations for which tariffs far above average are prevailing, until the application has been accepted definitively.

- 4.6 An application for a temporary Communication Service for a television or radio broadcast, local or international, shall be connected on the starting date and end date, place, or location agreed on in advance and on the fixed starting time and end time agreed on.
- 4.7 A Prepaid Connection shall promptly become operational by activation by the Contracting Party, unless otherwise agreed on.
- 4.8 In order to be able to judge whether the Contracting Party has a Connection to SETAR's Fixed Telephone Service suitable for DSL service, a number of tests shall be conducted prior to activation. If the tests show that the Contracting Party does not have a Connection through which DSL service can be provided, SETAR shall have the right to dissolve the Agreement based thereon, without being obligated to pay damages.

Article 5 / Ownership and Protection of Facilities

- 5.1 The Agreement shall not serve as any transfer of ownership of Facilities with which SETAR realizes a Communication Service. Any and all lines and equipment shall remain SETAR's property, unless agreed otherwise in writing.
- 5.2 The Agreement shall not serve as transfer of intellectual property rights used by SETAR within the framework of the Agreement either, such as with regard to the software and equipment made available and the user documentation belonging to the Facilities.
- 5.3 The Contracting Party shall obtain a non-exclusive non-transferable right to use any software and user documentation belonging to the Facilities for the duration of the Agreement, in as far as necessary to be able to use the Communication Service.
- 5.4 The Contracting Party shall see to it that the Facilities on the location agreed on are treated with due care.
- 5.5 If third parties wish to exercise rights or take measures such as attachment with regard to Facilities on the location agreed on, the Contracting Party shall promptly notify them of SETAR's rights. The Contracting Party shall promptly notify SETAR hereof.
- 5.6 The Contracting Party shall see to it that there is a place available for Facilities on the location agreed on that is dry and free from vibrations and provides protection from harmful influences.
- 5.7 The Contracting Party shall not have the right to make changes to or move the Facilities himself or to cause them to be made or cause the Facilities to be moved by others than SETAR, except with SETAR's consent.
- 5.8 The Contracting Party shall leave the model numbers, serial numbers, logos and/or other markings attached to the Facilities intact.

Article 6 / Allocation of numbers

- 6.1 SETAR shall allocate one or more numbers to the Contracting Party for the use of a Connection.
- 6.2 SETAR shall have the right to change a number in the event of changes in the national number plan, as well as changes in the Fixed Telephone Service or the Cellular Telephone Service of a Telecommunications Network, or in other circumstances that require this change of number. If a change of number has financial consequences for the Contracting Party, they shall remain for his account. The Contracting Party cannot exercise any rights on obtaining or keeping a certain number. SETAR shall have the right to change an allocated number, if the interest of the service so requires – this at SETAR's discretion.
- 6.3 If the Contracting Party wants to move a Connection to the Fixed Telephone Service to another location, SETAR may allocate another number to the Contracting Party for the use of the Connection. If this does not require special adjustments of its Fixed Telecommunications Network and moving takes place within the area for which the number is valid in accordance with the national number plan, SETAR shall prevent a change of number when possible.

Article 7 / Telephone directories

- 7.1 In order to promote the access to the Fixed Telephone Service and the Cellular Telephone Services, SETAR shall give the Contracting Party the opportunity to be listed in a telephone directory free of charge, once per edition, as well as to be listed with directory assistance services. A Contracting Party may choose – against payment of the compensation in force for this purpose – not to be listed in directories, but to be listed with directory assistance services, or not to be listed at all. To be listed in the telephone directory means that a listing can be placed in paper and electronic directories. The provision in the first sentence of this paragraph shall not apply to types of Cellular Telephone Service which state that no listing is provided in the telephone directory and with the directory assistance.
- 7.2 The listing as meant in the preceding paragraph shall not apply to Prepaid Connections and to types of a Cellular Telephone Service which state that no listing is provided in a telephone directory and subscriber directory assistance.
- 7.3 A standard listing as meant in the first paragraph shall imply that for each location on which one or more Connections are provided, the name, address, and (main) telephone number of the location are listed alphabetically in a consistent manner. Against payment, a Contracting Party may choose to be listed in the directory in deviation from the standard listing with an accentuation agreed on for this purpose.
- 7.4 The listing shall take place as SETAR deems appropriate and as much as possible in conformity with the information the Contracting Party has provided. The information provided by the Contracting Party for listing in the directory and with directory assistance services shall be correct and complete, and not to infringe rights of third parties. If the Contracting Party uses a limited standard listing provided by SETAR, SETAR may charge a fee for this.

- 7.5 In as far as SETAR provides this, additional types of listing (including advertisements) may be agreed on apart from the listing meant in the preceding paragraphs. A separate agreement to which these General Terms and Conditions do not apply shall be concluded for this purpose.
- 7.6 The telephone directory and directory assistance shall be compiled by SETAR with due care. However, SETAR cannot guarantee the correctness, completeness, and lawfulness of the information listed in the telephone directory or the information with the directory assistance, respectively. SETAR shall not accept any liability for any omissions or errors, nor for the unlawfulness of the information listed.
- 7.7 The Contracting Party of a Connection to the Fixed Telephone Service shall receive a telephone directory free of charge, once per edition. More copies shall be made available against payment of the fee in force for this purpose.

Article 8 / Moving

- 8.1 If the Contracting Party moves and/or changes his billing address, he shall notify SETAR in writing as timely as possible in advance of his new place of residence or domicile and/or the new billing address.
- 8.2 The provisions in Articles 3 and 4 shall be applicable to the moving of the Connection to a Communication Service.
- 8.3 If the Contracting Party moves or relocates equipment and/or software that the services relate to, and this is not done by or in the name of SETAR, the Contracting Party is obligated to notify SETAR in writing of the changes of location, stating the type of equipment, serial numbers, previous location, and new location.
- 8.4 SETAR shall have the right to inspect Equipment and/or Software that the services relate to after moving or relocation.
- 8.5 In the event of moving, the Connection shall owe the subscription fee for the Connection (including compensation for the Facilities and Peripheral Equipment) when leaving the premises, up to and including the day on which the Connection has been connected in the new premises, and this compensation becomes due for the new premises.

Article 9 / Change in the properties of a Communication Service

- 9.1 The technical properties of a Communication Service may be changed by SETAR in order to continue to meet the requirements of the times and the state of technology.
- 9.2 Where possible, SETAR shall attempt to carry out the changes meant in the first paragraph without consequences for the applications the Contracting Party has and the Peripheral Devices used by him. If this is not possible and a change has financial consequences for the Contracting Party that are to be foreseen in reason, the change shall not take place until three months after it has been announced – or as much later as possible in reason. If a

change has financial consequences for the Contracting Party, they shall remain for his account.

- 9.3 In addition to the provision in the second paragraph, SETAR shall have the right to terminate a (type of) Communication Service with due observance of a notice period of at least three months, if technical or economic reasons prompt SETAR to do so. Existing Agreements shall end at the latest on the date on which the service in question is terminated. In that case SETAR shall provide the Contracting Party with an alternative service, when possible.

Article 10 / Use

- 10.1 The consequences, including possible financial consequences, of the connection of Peripheral Devices that are not suitable or not satisfactory, shall be for the Contracting Party. In as far as there are statutory requirements for Peripheral Devices, it shall not be allowed to connect devices that do not meet these requirements to a Network Connection.
- 10.2 The Contracting Party of a National Fixed Connection or International Fixed Connection shall be prohibited from using the connection or causing same to be used for long-distance telephone communication.
- 10.3 The Contracting Party shall vouch for any use made of the Communication Service, even if this takes place without his consent. All calling expenses and/or user expenses incurred by the use of a Connection of the Contracting Party shall be for his account with due observance of Article 15. The Contracting Party shall also vouch for anything that happens to Facilities on the location agreed on in as far as this is attributable to him.
- 10.4 It shall not be allowed to perform acts or cause acts to be performed that aim at influencing the amounts that would have been owed to SETAR for the use of the Communication Service if these acts had not been performed by the Contracting Party.
- 10.5 If telecommunications are obstructed by the use of a Communication Service or connected Peripheral Devices, the Contracting Party is obligated to comply with the regulations given by SETAR and to accept the financial consequences attached to same. If this is necessary in SETAR's opinion, or in the event that there is evidence of infringement of the provisions in paragraphs 3 and 4 of this Article, SETAR may promptly disconnect the Communication Service (temporarily) in whole or in part. In this respect, SETAR shall reserve the right to recover possible loss or to report proven fraud.
- 10.6 Unless SETAR has indicated otherwise, the Contracting Party shall take care of the electrical power necessary for the use of the Communication Service for his own account.

Article 11 / Supplementary provisions for Cellular Telephone Services and Paging

- 11.1 The Contracting Party of a Connection to a Cellular Telephone Service may use the possibility to use his Connection in another country (so-called international roaming) in the cases and for the types of service for which SETAR has indicated this possibility. In those cases, the Contracting Party may use the services of the foreign provider in question with

due observance of the applications, quality characteristics, and regulations provided by this provider. SETAR may change the destinations where this possibility can be used.

- 11.2 A Connection to a Paging Service shall be meant for use with a Peripheral Device suitable for this purpose. Using a Connection with various Peripheral Devices that have all been made suitable for use of this one Connection by means of software may affect proper operation of the network for radiophones and for the use of the Paging Service, and, consequently, shall only be allowed after SETAR's prior consent. SETAR may attach supplementary conditions to this consent and charge deviating tariffs.
- 11.3 SETAR has various types of service for Connections to a Cellular Telephone Service, mutually varying as to tariffs and/or applications. These General Terms and Conditions shall be applicable to the various types of service in as far as additions or changes have not been explicitly indicated in same.
- 11.4 In case of Cellular Telephone Services, Paging Services, and Trunking Services, the transportation of data shall go through the air in whole or in part. In that case, data can also be received by others than the one for whom they are meant. Where this is provided for in the technical standards of the Telecommunications Network in question, SETAR shall apply techniques that complicate the reception of sent information by third parties. However, SETAR is not obligated to prevent one from listening in on calls made or notices transmitted.
- 11.5 In case of Cellular Telephone Services, Paging Services, and Trunking Services, the possibilities to set up connections and the quality of the connections cannot be the same at any place and any moment. The differences are related to i.a. the Cellular Peripheral Devices used, the radio coverage of the Cellular Network used, the density of telecommunications and atmospheric circumstances.
- 11.6 If the Contracting Party wants to change the type of service of his Connection into another type of service for which a lower monthly compensation is due during the minimum duration as meant in Article 23, the Contracting Party shall continue to owe the highest monthly compensation of both types of service during this minimum duration, unless agreed on otherwise.
- 11.7 The Contracting Party of a Connection to the Cellular Telephone Service GSM shall receive a SIM card. The SIM card shall remain SETAR's property.
- 11.8 The Contracting Party shall protect the SIM card in the best possible way from unauthorized use, theft, or damage. The security codes given and belonging to the SIM card shall be kept secret in the best possible way and shall absolutely not be kept on or in the direct vicinity of the SIM card.
- 11.9 SETAR shall have the right to exchange a SIM card given to the Contracting Party for a new SIM card in connection with the change of technical properties of SIM cards or in connection with the SIM card in question being technically outdated.
- 11.10 Upon termination of the Agreement, the SIM card shall be promptly returned to SETAR, or be destroyed in a manner to be indicated by SETAR.

11.11 The Conditions Cellular Subscription shall be applicable in full to any and all Agreements for the provision of the Cellular Services.

Article 12 / Maintenance and Interference

- 12.1 Telecommunications Networks and Facilities for the provision of a Communication Service shall be maintained by or in the name of SETAR. SETAR may temporarily disconnect a Communication Service for maintenance. SETAR shall reduce this to a minimum and where this is nevertheless necessary, give notice hereof in time – taking into account the circumstances of the case -, unless this is not reasonably possible.
- 12.2 If there is interference in the functioning of a Communication Service, the interference shall be reported to SETAR as soon as possible by or on behalf of the Contracting Party.
- 12.3 The Contracting Party shall give his cooperation to investigation of the interference if this is necessary for a proper investigation of the interference.
- 12.4 In the event of interference caused through no fault of the Contracting Party and reported to SETAR, refund of the fixed compensation shall take place for the duration of the interference to be counted from the day it has been reported, if the interference lasts longer than fourteen consecutive days.
- 12.5 The costs of the investigation of the interference and the costs of eliminating the interference shall be for SETAR's account. The Contracting Party may be charged for these costs if the interference was caused by an act or omission in conflict with these General Terms and Conditions, if the interference was caused by improper functioning of Peripheral Devices, or by the presence of other equipment in the vicinity of the Network Connection that affects the Connection, or if the interference has been wrongly reported. A different arrangement with regard to the cost allocation can be agreed on with the Contracting Party.
- 12.6 If an interference (also) concerns Communication Services provided to other contracting parties, SETAR shall have the right to charge the Contracting Party by whose Network Connection the interference is caused for the costs arisen from this, unless this cannot in reason be attributed to the Contracting Party.

Article 13 / Liability SETAR

- 13.1 Within the framework of the conclusion or execution of an Agreement, SETAR shall not be liable except for what is stipulated in the following paragraphs of this Article.
- 13.2 Notwithstanding possible limitations in the law, SETAR shall only be liable for damage caused by SETAR deliberately or recklessly, knowing that this damage would be caused. Furthermore, this liability shall always be limited to the maximum amount that is paid per event under SETAR's liability insurance.
- 13.3 Shortcomings of other providers of telecommunications networks and telecommunication services with which SETAR's Telecommunications Network is connected cannot be attributed to SETAR.

- 13.4 If, on account of an event as meant in the second paragraph, more than one claim arises, and the joint claims exceed the maximum amounts fixed per event, the claims shall be paid proportionally.
- 13.5 Damage as mentioned in the second paragraph shall be reported to SETAR as soon as possible, but within one month after it has occurred at the latest. Damage that SETAR has not been notified of within that period of time, shall not qualify for compensation, unless the Contracting Party makes it plausible that he was not able to report the damage earlier.
- 13.6 SETAR shall not be liable for indirect damage or consequential loss.

Article 14 / Liability Contracting Party

- 14.1 The Contracting Party shall be liable for damage caused by a shortcoming attributable to him. This damage shall also include damage on account of destruction of, loss of, theft of, or damage to Facilities on the location agreed on or the use of the Facilities in conflict with the regulations in force for this purpose. Damage shall also include irregular wear and tear, in SETAR's opinion caused by improper use of negligent handling.
- 14.2 The Contracting Party shall indemnify SETAR against claims of third parties with regard to payment of damage that these third parties might be able to recover from SETAR in any way, in as far as this claim is based on (the method of) use of the Communication Service by the Contracting Party, in particular with regard to the content of the information sent by him through the Communication Service.

Article 15 / Compensation

- 15.1 The Contracting Party shall owe SETAR compensation for the Communication Service bought by him in accordance with the announced tariffs fixed for same. The tariffs may consist of non-recurring amounts due, amounts due monthly or otherwise periodically, and amounts depending on the use of the Communication Services and Additional Services. The amounts shall be increased by levies, if any, imposed by the government.
- 15.2 Compensation for the use of Connections and Additional Services may concern the Telecommunications created and the Telecommunications accepted for account of the Contracting Party.
- 15.3 In the event of theft, loss, or (suspected) use against the Contracting Party's will of:
- a) Cellular Peripheral Devices with a Connection to the Paging Service or Cellular Telephone Service
 - b) The SIM card or the security codes belonging thereto with a Connection to the Cellular Telephone Service GSM,
- the Contracting Party may request SETAR – except when it concerns types of Service that preclude this possibility – to block the Connection. Blocking shall take place on the day of the report. Reporting shall be possible seven days per week. The Contracting Party shall only owe the compensation depending on usage, meant in the first paragraph, until the Connection has been blocked.

- 15.4 The provision in the preceding paragraph shall not be applicable to Prepaid Connections. Blocking of Prepaid Connections shall only take place by means of a report by the Aruba Police Force. Blocking shall take place Monday through Friday during office hours.
- 15.5 In as far as monthly due compensation is not due in respect of a full calendar month, for each day $1/30$ of the monthly amount shall be charged.
- 15.6 Ultimately, SETAR's data shall be decisive for determining the amounts due as meant in the second paragraph, unless it is proven that these data are not correct. SETAR shall observe the due care that can be expected when determining these data.
- 15.7 The tariffs consisting of non-recurring compensation may be deviated from if the creation of the Connection entails exceptional costs, far above average.
- 15.8 Monthly due compensation for Connections or Additional Services shall not be charged for a proportional part for periods of time in which a Connection or Additional Service has not functioned for two consecutive weeks on account of other causes than meant in Articles 10, fourth paragraph, and 12, fifth paragraph.
- 15.9 Monthly due compensation for International Fixed Connections and National Fixed Connections shall be refunded in part at the Contracting Party's request for periods of time in which the Connection has not functioned on account of another cause than meant in Articles 10, fourth paragraph, and 12, fifth paragraph, while if this connection has not functioned for at least one consecutive period of 24 hours, $1/8$ of the daily compensation due shall be refunded per three hours. As daily compensation $1/30$ of the monthly due compensation shall be calculated.

Article 16 / Payment

- 16.1 The non-recurring and periodical compensation meant in Article 15, first paragraph, shall be due as of the date the Communication Service has been connected. If connection is obstructed because SETAR has inadequate access to the location where the Network Connection has to be installed on account of circumstances attributable to the Contracting Party, the amounts shall be due as of the date on which the connection would have taken place if adequate access had been given.
- 16.2 SETAR shall have the right to demand advance payment of non-recurring and periodically due compensation. Compensation depending on usage shall be due as of the date they are charged. Deviating payment conditions may be determined for certain types of service.
- 16.3 Unless another way of billing has been agreed on, SETAR shall charge the Contracting Party the amounts due by means of an invoice. Invoices shall be sent periodically, while different periods of time can be used for different types of service. In special circumstances (such as in case of amounts far above average for compensation depending on usage in a limited period of time), SETAR may charge this compensation in the interim.
- 16.4 Unless the Contracting Party has given SETAR authorization for automatic transfer based on which SETAR receives payment, payment shall take place in the manner and within the

period of time stated on the invoice. The period of time shall consist of at least fourteen days, except in the special circumstances as meant in the third paragraph, to be counted as of the day – to be publicly and adequately announced by SETAR – that the invoice has been sent by SETAR. For amounts due by advance payment, another method of payment may be agreed on.

- 16.5 The Contracting Party may announce in which of the ways provided by SETAR he wants his invoice to be specified. For specification beyond the standard specification, compensation may be requested in accordance with the tariffs announced for this.
- 16.6 Objections to charged amounts shall be communicated to SETAR before the due date of the invoice. SETAR shall not invoke exceeding of this period of time towards a Contracting Party who uses the Communication Service other than in the course of business or profession, if the objections could not in reason have been discovered within this period of time. The filing of objections to charged amounts shall not give the right to postponement of payment.
- 16.7 If the Contracting Party has repeatedly filed objections to amounts for which he has been charged, and the objections have proven to be unfounded, SETAR may, when other objections are filed, charge the Contracting Party the costs of the investigation to be incurred in advance. SETAR shall notify the Contracting Party that it will use this power before the start of an investigation.
- 16.8 SETAR shall give the Contracting Party of a Prepaid Connection one or more possibilities to top up their balance. SETAR may fix a minimum and a maximum for the amount by which the balance can be topped up. SETAR may use separate types of balance for Additional Services.

Article 17 / Late payment

- 17.1 If the Contracting Party has not paid within the period of time meant in Article 16, fourth paragraph, he shall be in default without any further notice of default. SETAR shall then have the right to charge a fixed amount in respect of clerical expenses.
- 17.2 As of the date on which the Contracting Party is in default, SETAR shall have the right to charge the statutory interest and the reasonable costs, amounting to 15% of the outstanding principal, to obtain payment out of court, unless SETAR can prove that the costs were higher than this percentage after which they can then be charged, with a minimum of Afl. 100.-.
- 17.3 SETAR shall have the right to proceed to deactivate or dissolve the Agreement (in part) on account of late payment after the Contracting Party gets to be in default.

Article 18 / Security

- 18.1 If, based on general or special facts and circumstances, there can be reasonable doubt as to whether the Contracting Party (or the applicant as meant in Article 3) will meet his payment obligations, or if he gets to owe amounts far above average in a limited period of time for

compensation depending on usage, or if he does not have a permanent address, place of residence or domicile in Aruba, SETAR shall have the right to demand a security deposit or bank guarantee from the Contracting Party (or applicant).

- 18.2 The amount of what is stipulated in the first paragraph shall not exceed the amount the Contracting Party will owe in reason in respect of a period of six calendar months. For Agreements with a minimum duration of more than one year, a longer period may be taken as a criterion.
- 18.3 As soon as the necessity for security has ceased to exist, SETAR shall announce that the security deposit or the bank guarantee can be cancelled, or the deposit shall be refunded with interest, if any.
- 18.4 No interest or expenses shall be paid on the security deposit, surety or guarantee.

Article 19 / Disconnection of the service

- 19.1 With due observance of the provisions in the preceding Articles, SETAR shall reserve the right to disconnect the Communication Service (temporarily) in whole or in part, if the Contracting Party fails to comply with an obligation towards SETAR on account of a Communication Service and this non-compliance justifies disconnection. The obligation to pay the monthly compensation as meant in Article 15, first paragraph, and the other compensation due shall continue to exist during the time the service is disconnected.
- 19.2 SETAR is authorized to proceed to disconnection in whole or in part if the Contracting Party acts in conflict with Article 10, second, third, or fourth paragraph, or the Contracting Party harms SETAR's interests in another way to such an extent that it cannot be required from SETAR that the Communication Service is continued.
- 19.3 In the event that a Contracting Party gets to owe amounts far above average in a limited period of time for compensation depending on usage, SETAR shall have the right to proceed to blocking certain destinations for which above-average tariffs are in force, until the Contracting Party has proceeded to payment or has provided security pursuant to Article 18. Where this is reasonably possible, SETAR shall notify the Contracting Party hereof in advance.
- 19.4 Reconnection shall take place if the Contracting Party has complied with his obligations within a period of time determined by SETAR. A reconnection fee shall be due.

Article 20 / Access, toleration

- 20.1 The Contracting Party is obligated to allow that Facilities are installed in and to his buildings, as well as in and on the land constituting part of same, for a Communication Service in those buildings or in adjoining buildings, and that these Facilities are maintained, changed, moved, and removed.
- 20.2 For the activities mentioned in the first paragraph, as well as for the removal of interference and the monitoring of compliance with the conditions with regard to the Facilities meant in

that paragraph, the Contracting Party shall give the persons charged with same access to the places where the activities have to be carried out. If desired, these persons shall identify themselves. As a rule, the activities shall not be carried out during hours meant for a night's rest.

- 20.3 The Contracting Party is obligated, at SETAR's request, to trim trees and plants or to cut the roots or branches hereof for the activities mentioned in the first paragraph, in as far as these are or will be a nuisance in reason for the installation, maintenance and operation of SETAR's Telecommunications Network.
- 20.4 In the place where the activities mentioned in the first paragraph are to be carried out, the Contracting Party shall take the necessary measures, at SETAR's request, so that SETAR can properly carry out the activities. In this respect the staff shall be allowed to use the Connection, if necessary, for work-related calls. The Contracting Party shall not be charged for these work-related calls.

Article 21 / Providing information

- 21.1 The Contracting Party is obligated to provide SETAR with information SETAR needs to maintain the operation of the Communication Service, including information on Peripheral Devices connected or to be connected.
- 21.2 SETAR shall observe confidentiality with regard to any information, obtained from the Contracting Party, the confidential nature of which can be derived from the kind of information. Name, address, and data with regard to place of residence, as well as telephone numbers for which this has not been stipulated, shall not be deemed confidential.

Article 22 / Use of (personal) information and giving it out to third parties

- 22.1 SETAR shall process the Contracting Party's information, including personal and communication data, necessary for proper service. This information shall be processed in accordance with the service and with the law. Processing of personal data shall be reported by SETAR in accordance with the applicable statutory regulations.
- 22.2 SETAR shall have the right to create a file of Contracting Parties whose Connection has been disconnected on account of late payment, with due observance of the provisions in Article 19. This file shall serve for use by SETAR and other providers of public telecommunications services, within the framework of acceptance of applications for these services. SETAR shall notify the Contracting Party at his request whether he is listed in this file and, if so, in what manner. If the Contracting Party objects to the manner in which he is listed, he may object to same.¹
- 22.3 SETAR may give out personal data to third parties with a view to their use hereof within the framework of attracting people for commercial, non-commercial, and charity purposes, unless the Contracting Party has announced to object to this.²

¹ SETAR N.V. Marketing Department

² The Contracting Party may announce this at SETAR N.V. Marketing Department

- 22.4 SETAR may make files for paper and electronic telephone directories and subscriber directory assistance services (as meant in Article 7) available to providers of these directories and subscriber directory assistance services.
- 22.5 In the specification of invoices as meant in Article 16, fifth paragraph, the telephone number of the Connection with which a connection has been made can be shown on the invoice of the caller, unless it has been agreed on with the Contracting Party of that number that his number will not be listed on the specified invoice of other Contracting Parties. This blocking shall not apply to numbers with regard to which SETAR has indicated that blocking will not be provided. Blocking shall only apply to specified invoices of SETAR's own Fixed Telephone Service and the Cellular Telephone Service.
- 22.6 Within the framework of the Additional Service CLIP, the number of the calling Connection shall be passed on to the Connection called, unless a way to block this, provided by SETAR, has been used. Based on a statutory obligation, SETAR may be obligated to give out the number of the calling Connection, also if blocking is used. This shall apply in any case when calls are made to an emergency number for public services.
- 22.7 If this is technically possible and by applying the procedures used for this, SETAR may give, at the request of a Contracting Party (or user of a Connection to another Telecommunications Network) who alleges to receive annoying calls, the name, address, place of residence, and number of the Contracting Party from whose Connection repeated calls have been made. In as far as these calls come from a Telecommunications Network of a provider other than SETAR, this information can only be given if this other provider cooperates for this purpose.
- 22.8 SETAR shall observe statutory obligations for providing information (including personal data) such as within the framework of a criminal investigation.
- 22.9 SETAR shall guarantee the privacy of telephone and telegraph, with due observance of the exceptions laid down by law. SETAR is obligated to cooperate with orders for wiretapping, authorized in accordance with the law.

Article 23 / Duration of the Agreement

- 23.1 The Agreement shall be concluded for an indefinite period of time and shall have a minimum duration of twelve months, to be counted from the date of connection to the Communication Service, unless another period of time has been agreed on with the Contracting Party in writing, under conditions to be determined in detail.
- 23.2 In as far as no other period has been agreed on, the Contracting Party may terminate the Agreement in writing around and upon the lapse of the minimum duration with due observance of a notice period of one Month.
- 23.3 Termination during the minimum duration shall only be possible if the Contracting Party has died during the minimum duration, or on account of the changes as meant in Article 9, second paragraph, implemented by SETAR.

- 23.4 The Agreement may be terminated by the two parties with due observance of the provision in Article 9, third paragraph, if the (type of) Communication Service for which the Agreement had been concluded is terminated with due observance of the provision in that paragraph.
- 23.5 Both the Contracting Party and SETAR may dissolve the Agreement if the other party fails to comply with one or more of his/its obligations, in as far as this failure justifies dissolution. If compliance is still possible, a written summons shall be sent first, except in the cases meant in Article 19, second paragraph, or if a reminder as meant in Article 17, third paragraph, has already been sent. Dissolution shall also be possible in the event of bankruptcy or a moratorium on payments of the Contracting Party, unless the trustee in bankruptcy or administrator chooses to continue the Agreement and provides adequate security for this purpose pursuant to Article 18.
- 23.6 If SETAR dissolves the Agreement pursuant to the fifth paragraph during the minimum duration mentioned in the first paragraph, the Contracting Party shall remain obligated to pay the periodical compensation mentioned in Article 15, first paragraph, in respect of the remaining period of the minimum duration.
- 23.7 Upon termination of the Agreement, the Contracting Party shall give the opportunity to remove the Facilities on the location agreed on upon SETAR's demand. If the Contracting Party has not given SETAR the opportunity to carry out the activities as yet within one Month after termination of the Agreement, the periodical compensation meant in Article 15, first paragraph, shall continue to be owed by him until the moment SETAR has been able to carry out the activities meant in this paragraph.
- 23.8 If a change, relocation or moving takes place during the minimum duration of the Agreement, and if subsequently a lower monthly amount would be owed in accordance with the tariffs than previously, the Contracting Party shall continue to owe the original amount during the minimum duration.
- 23.9 The Contracting Party of a Prepaid Connection shall top up his balance within a period of time, announced by SETAR, after the date on which the first call has been made from the Prepaid Connection, and subsequently each time within the same period of time after the date on which the balance has been topped up last. If the Contracting Party has not topped up his balance again within meant period of time, the remaining balance shall not be valid anymore and the Contracting Party shall not be able to use the Prepaid Connection in as far as he owes compensation for this use.
- 23.10 SETAR shall notify the Contracting Party in time before the period of time meant in the preceding paragraph expires when he makes a call. In addition, SETAR gives the Contracting Party the opportunity to check his balance during the remaining term of validity.
- 23.11 If the balance of a Connection has been cancelled pursuant to the provision in paragraph 9, the Connection shall remain in service for another Month for types of service for which the Contracting Party does not owe compensation. If the Contracting Party tops up the balance as yet within that period of time, he can make full use again of the Connection. If the Contracting Party does not top up the balance during this Month either, the Agreement shall be terminated.

23.12 The periods of time mentioned in paragraphs 9 through 11 of this Article may be changed by SETAR. This change shall be announced at least one Month before it is implemented.

Article 24 / Takeover of the Agreement

- 24.1 The Contracting Party shall not have the right to transfer the rights and obligations under the Agreement to a third party without SETAR's written consent. Conditions may be attached to the consent.
- 24.2 SETAR shall have the right to transfer the rights and obligations from the Agreement in whole or in part to a third party without further consent of the Contracting Party being required. SETAR shall notify the Contracting Party of this transfer as soon as possible.
- 24.3 SETAR may also choose to contract out the service or parts hereof to a third party. In this case, SETAR shall remain responsible for the obligations under the Agreement, but they shall be complied with by the third party.

Article 25 / Complaints and disputes

- 25.1 In case of complaints or disputes with regard to an Agreement, the Contracting Party shall first turn to SETAR, through the (free) telephone number or mailing address stated on the invoice. SETAR shall respond to the content of same within thirty days upon receipt of the complaint, unless this is not reasonably possible. In this case, SETAR shall notify the Contracting Party – stating the reasons – within this period of time when he will receive the response to the content of the complaint.
- 25.2 Both parties may submit disputes with regard to an Agreement to the court which has jurisdiction according to the law.

Article 26 / Applicable law / Designated court

- 26.1 Aruban law shall be applicable to the Agreement.
- 26.2 Any disputes shall be submitted to the competent court in Aruba.

Article 27 / Term of prescription

- 27.1 Any claims under the Agreement shall be prescribed by the lapse of five years, to be counted from the day following that on which the claim has become payable. Interruption of the prescription shall take place in accordance with the rules of public law.

Article 28 / Changes in conditions and tariffs

- 28.1 SETAR may amend these General Terms and Conditions and change the tariffs.
- 28.2 Without prejudice to the provision in the fourth paragraph, amendments to General Terms and Conditions and changes in the tariffs shall also be applicable to already existing Agreements.
- 28.3 The amendments/changes shall become effective fourteen days after having been announced or at a later date, stated in the announcement.
- 28.4 If a Contracting Party does not want to accept an amendment to these General Terms and Conditions, he may terminate the Agreement in writing as of the date on which the new General Terms and Conditions become effective. The termination shall take place in time. The termination shall only be in time if SETAR has received the notice before last-mentioned date. With regard to a change in the tariffs, the provision in this paragraph shall only apply in as far as the changes in tariff entail a higher tariff for the Contracting Party on balance.

Aruba, January 2004