

CONDITIONS CELLULAR SUBSCRIPTION

1. Definitions

Contracting Party: a natural person or legal entity who/which concludes an Agreement for rendering services with SETAR N.V.

Agreement: the Agreement to render the Service by SETAR N.V. to the Contracting Party. The Conditions Cellular Subscription and the General Terms & Conditions for Communication Services shall constitute part of the Agreement.

SETAR N.V.: the telecommunication company established at Seroe Blanco, no number, in Oranjestad.

Network: the SETAR N.V. Network for wireless telephony, both for GSM and TDMA standards.

Service: the Service whereby the Contracting Party makes use of the cellular Network of SETAR N.V. for the direct transportation of speech and data of cellular users from and to connecting points on the Network or to connecting points on other networks.

Customer Service: the Customer Service of SETAR N.V. where the Contracting Party may turn to for any and all questions about the Cellular Service, to be reached by phone via number 582-0005 or in writing to the address of SETAR N.V., Seroe Blanco, no number, in Oranjestad.

Connection: the possibility to make use of the Service by means of cellular equipment.

2. General provisions

- 2.1 The Contracting Party has taken note of the contents of these conditions and accepts the applicability of these conditions to the Agreement with SETAR N.V.
- 2.2 These conditions shall be applicable to any and all Agreements for rendering the Service by SETAR N.V. by means of the Network, as well as to any and all (juristic) acts that precede this in reason.
- 2.3 The Contracting Party may make use of additional services offered by SETAR N.V. These conditions shall apply to these additional services unless indicated otherwise in the product description of the additional service in question.
- 2.4 These conditions may be amended by SETAR N.V.

2.5 In case of conflict between verbal statements of SETAR N.V. with written statements of SETAR N.V., the written statements of SETAR N.V. shall prevail.

2.6 These conditions shall also apply to the Network and Connection where no use is made of a SIM card. In that case the provisions in which a SIM card is mentioned shall apply as much as possible by analogy.

3. Conclusion of the Agreement

3.1 The Agreement shall be concluded at the moment that the Contracting Party signs the application form drawn up by SETAR N.V. for this purpose [*“in writing”, should be left out, translator*].

3.2 SETAR N.V. may impose restrictions on the realization of the Connection and the making use of the Service.

3.3 SETAR N.V. shall have the right to conduct a creditworthiness inquiry (or cause same to be conducted), based on which SETAR N.V. will judge whether the Contracting Party is creditworthy. If the Contracting Party is not creditworthy in the judgment of SETAR N.V., of which SETAR N.V. will state the reason(s) to the Contracting Party upon written request, SETAR N.V. may impose restrictions and/or additional obligations on the use, or, at the discretion of SETAR N.V., not enter into the Agreement or terminate it. In last-mentioned case the Contracting Party shall be liable for the cost of the use of the Service till the moment of disconnection.

4. Change of address or change of name

4.1 The Contracting Party shall inform SETAR N.V. of a change of address in writing 14 days prior to the effective date of this change of address. The Contracting Party shall be liable for any and all possible consequences of not timely passing on a change of address.

4.2 If the Contracting Party is a legal entity, the Contracting Party is also obligated to inform SETAR N.V. in writing of each and any relevant change in the company (such as name or legal form).

5. SIM card and cellular equipment

5.1 The SIM card made available to the Contracting Party by SETAR N.V. shall remain the property of SETAR N.V. SETAR N.V. shall have the right to replace the SIM card at all times. The Contracting Party shall return the SIM card to SETAR N.V. within 7 days after the card shows a technical defect, or immediately in case of termination of the Agreement.

- 5.2 A PIN code (personal identification number) and a PUK code (personal unblocking key) is attached to each SIM card. The instructions for use of these codes are explained in the manual of the phone. The Contracting Party shall take all possible precautions to protect the PIN and PUK codes from being taken notice of by unauthorized individuals. The Contracting Party shall be responsible for each and any malicious or unlawful use of these codes.
- 5.3 It is prohibited to copy the technical information recorded on the SIM card, or to manipulate this card or the information on it in any other way. The same applies to the technical information, software and protective devices of the cellular equipment by means of which the Contracting Party gains access to the Network.
- 5.4 In case of theft or loss of the SIM card and/or cellular equipment, the Contracting Party shall promptly inform SETAR N.V. hereof, and the Contracting Party shall remain liable for the call charges and any possible other compensations depending on the use till two hours after notification, within which period of time the blocking should take place.

6. Call number

- 6.1 SETAR N.V. shall determine the call number of the Contracting Party. The Contracting Party may claim to retain a certain call number with due observance of the applicable regulations in this field and SETAR N.V.'s elaboration thereof.
- 6.2 SETAR N.V. shall have the right to change this call number if it deems this necessary, for example in the interest of the proper functioning of the Service or the Network or based on regulations. SETAR N.V. shall take the interests of the Contracting Party into account in reason as regards this matter.

7. Rates

- 7.1 The subscription fee, the subscription conditions, any possible other amounts and call charges due to SETAR N.V. by the Contracting Party will be fixed by SETAR N.V. based on the price lists as of the date the Connection is realized. SETAR N.V.'s books shall be binding as regards the calculation of the amounts due, unless it is proven that these data are not correct.
- 7.2 SETAR N.V. shall have the right to alter its price list. Changes will be announced by SETAR N.V. in advance i.a. through its internet site www.setar.aw. The Contracting Party may also ask for the current price list at SETAR N.V. Customer Service.

8. Payment

- 8.1 SETAR N.V. shall have the right to bill subscription fees and other amounts due by the Contracting Party under this Agreement in advance.
Call charges will be billed based on the registration of calls by SETAR N.V.
- 8.2 SETAR N.V. will bill all amounts due by the Contracting Party periodically at the address stated by the Contracting Party. In case of exceptional circumstances, among which unusual excessive use, and probable improper use, SETAR N.V. shall have the right to bill between times. The Contracting Party is obligated to pay the invoice within 10 (ten) days after date of invoice in the way as agreed.
- 8.3 Complaints concerning the invoice should be reported to SETAR N.V. Customer Service before the expiration of the term of payment.
- 8.4 If the Contracting Party regularly complains about the invoice wrongly, SETAR N.V. may charge accounting costs of at least Afls. 25.=.
- 8.5 After the expiration of the term of payment stated in Article 8.2, the Contracting Party shall be in default by operation of the law without any further notice of default. In that case SETAR N.V. shall have the right to charge the statutory interest per month as of the expiration of the term of payment, as well as accounting costs equal to Afls. 15.= per month, and extrajudicial expenses equal to 15% of the outstanding amount, with a minimum of Afls. 25.=. Furthermore, the Contracting Party shall be liable for any and all judicial expenses to be incurred by SETAR N.V. (including legal assistance) relating to the collection of overdue payments. As of the moment that the term of payment has expired SETAR N.V. shall also have the right to proceed to the suspension of the Service to the Contracting Party.
- 8.6 SETAR N.V. may require a payment guarantee from the Contracting Party in advance, for an amount to be fixed by SETAR N.V., i.a. when SETAR N.V. is of the opinion that the Contracting Party will possibly not fulfill the payment obligations, or if the Contracting Party does not have a permanent business address or place of residence in Aruba.
- 8.7 The payment guarantee shall be given in the form of a security deposit or by giving a bank guarantee. SETAR N.V. may require this payment guarantee before the realization of the Connection or during the term of the Agreement. SETAR N.V. shall not owe any interest on the amount of the payment guarantee.

8.8 The Contracting Party who acts in the exercise of a profession or the conduct of a business shall never be authorized to set off or suspend his/her payment obligations.

9. Use of the Service

9.1 The Contracting Party may only make use of the Service with cellular equipment approved by the Directorate Telecommunication Affairs, suitable to be used on the Network. The consequences of the use of equipment that does not meet these requirements, among which possible financial consequences, shall be for the account of the Contracting Party. If an examination by SETAR N.V. shows that complaints of the Contracting Party concerning the operation of the Service are not to be attributed to the infrastructure, the Contracting Parties may be obligated to present his/her equipment to SETAR N.V. for inspection. If SETAR N.V. establishes that the cellular equipment of the Contracting Party disturbs the proper operation of the Network, SETAR N.V. shall have the right to discontinue the Service for the Contracting Party at once. For questions about the functioning of end equipment the Contracting Party may apply to SETAR N.V. Customer Service.

9.2 The Contracting Party shall be responsible for all use of his/her Connection, and consequently shall bear all call charges incurred.

9.3 The Network operates by means of spreading radio signals. As these signals may be disturbed by an external source, by atmospheric circumstances, and are dependent on the radio cover of the network, the quality of a connection cannot be guaranteed everywhere and always.

9.4 SETAR N.V. may make changes concerning the countries and/or networks from which calling and being called abroad (“Roaming”) is possible. The Contracting Party may make use of the network(s) indicated for a certain country, with due observance of the application possibilities, quality characteristics and regulations in force for the country or network in question. SETAR N.V. does not guarantee the quality of the network in question. Different rates for incoming and outgoing telephone calls may be applicable for Roaming. These rates may be subject to constant change. The Contracting Party may [*obtain?, translator*] the most recent rates at SETAR N.V. Customer Service or through SETAR N.V.’s internet site www.setar.aw.

10. Duration of the Agreement and termination by the Contracting Party.

10.1 The Agreement is entered into for an indefinite period of time, and has a minimum duration of one year, commencing on the date of putting into service, unless the Contracting Party has agreed in writing on a longer period of time on further conditions to be laid

down possibly. The Contracting Party may terminate the Agreement in writing at or after the expiration of the contract term through SETAR N.V. (Customer Service, Seroes Blanco, no number, Oranjestad) stating his/her name, address, cellular telephone number and the date of termination desired, and this with due observance of a notice term of 3 months.

- 10.2 Termination during the minimum term shall only be possible if the Contracting Party died during the course of this term, or in case of drastic change in the Network features by SETAR N.V., by which the application possibilities for the subscriber are limited considerably.
- 10.3 In case of termination of the Agreement by the Contracting Party, any and all rights of the Contracting Party towards SETAR N.V. shall cease to have effect.

11. Dissolution/termination of the contract

- 11.1 In addition to the grounds stated in this Agreement and in the law on which dissolution is possible, either party shall have the right to dissolve the Agreement in whole or in part without judicial intervention, and taking effect at once, if the other party:
 - a) Applied for a moratorium on payments, or he was granted this moratorium;
 - b) Was adjudicated bankrupt or filed a petition for bankruptcy;
 - c) Liquidates its enterprise or discontinues it.
- 11.2 Termination shall take place by means of a written statement addressed to the other party.

12. Consequences of termination

- 12.1 In the event the Agreement is terminated based on a reason imputable to the Contracting Party, SETAR N.V. shall have the right to claim, taking effect at once, any and all expenses demonstrably incurred during the term of the Agreement that had not been charged to the Contracting Party yet.
- 12.2 In the event that during the minimum term as meant in Article 10.1, the Contracting Party wishes to change the form in which the Service for his Connection is provided into a different form, for which a lower monthly compensation is due, the Contracting Party shall continue to owe the highest monthly compensation of the two forms during the minimum term, unless agreed otherwise.
- 12.3 Expenses incurred by SETAR N.V. on account of the dismantling of the Service (also called: "demerger expenses") shall be charged to the Contracting Party on costing basis.

13. Settlement in case of premature termination

13.1 In the event the Agreement ends because the Contracting Party terminates the Agreement, or in the event SETAR N.V. dissolves the Agreement based on a reason imputable to the Contracting Party, at a point in time prior to the expiration of the term, the Contracting Party shall immediately owe with retroactive force, the rate corresponding with the actual term of the Agreement.

14. Discontinuation of the use and termination by SETAR N.V.

14.1 SETAR N.V. may discontinue the Service offered to the Contracting Party in whole or in part, without notice of default:

- a) In the event the Contracting Party does not fulfill his/her obligations under the Agreement, or does not adhere to the requirements that may be made as regards reasonable use;
- b) In the event the Contracting Party provided SETAR N.V. with wrong or incomplete information when, or after, concluding the Agreement (in order to safeguard the Network's integrity as much as possible);
- c) In the event the speech, fax and data communication provided by the Contracting Party lacks one or more of the required identifying codes (viz.: MSISDN, IMSI and IMEI), or was predominantly generated from a fixed location.

14.2 The discontinuation of Service shall take place without the Contracting Party being able to claim any compensation. The discontinuation shall end when SETAR N.V. establishes that the Contracting Party has fulfilled his/her obligations as yet. The cost of discontinuation as well as of the putting back into service shall be for the account of the Contracting Party. The discontinuation of the Service shall not release the Contracting Party from his/her obligations under the Agreement.

14.3 In the event SETAR N.V. establishes that the Contracting Party has not fulfilled his/her obligations as yet within a period of 14 days after having been requested in writing to do so by SETAR N.V., then SETAR N.V. may terminate the Agreement, while the rights of the Contracting Party towards SETAR N.V. shall cease to have effect.

14.4 In the event of termination, withdrawal or change of the licenses required by SETAR N.V. with respect to the Service or the Network, SETAR N.V. shall have the right to terminate the Service with due observance of a notice term of two months.

15. Maintenance and defects

15.1 SETAR N.V. may take the Network out of service in whole or in part for the purpose of maintenance. SETAR N.V. shall announce this taking out of service timely and in advance, unless it concerns short or limited interruptions.

- 15.2 Any possible defects shall be checked by SETAR N.V. as soon as possible. SETAR N.V. shall make efforts to solve the defect as soon as possible.
- 15.3 The technical features of the Service and/or the Network may be changed by SETAR N.V. SETAR N.V. shall not restrict or stop the Service temporarily without well-founded or urgent reasons.

16. Transfer Agreement

- 16.1 The Contracting Party cannot transfer his/her rights and obligations arising from the Agreement to third parties without written permission of SETAR N.V.

17. Use and further processing of personal data

- 17.1 The object of the whole of processing of personal data is to be able to carry out the following activities:
- a) The evaluation of the application for a Connection;
 - b) The conclusion and implementation of the Agreement, which is the result of a Connection;
 - c) Analyzing the use of the Network;
 - d) Expansion of the volume of business and number of contracting parties by actively approaching own Contracting Parties with offers of products and services;
 - e) Preventing fraud and the promotion of the continuity of SETAR N.V.;
 - f) Furnishing data to a system of credit registration in order to fight over-crediting and in order to prevent that an Agreement is concluded with persons who did not fulfill their (financial) obligations;
 - g) Complying with statutory obligations.
- 17.2 The personal data shall be processed by SETAR N.V. in conformity with the law and in a proper and careful way. The personal data shall not be preserved longer than is necessary for the realization of the objects stated above.
- 17.3 SETAR N.V. will take suitable and organizational measures to safeguard personal data against loss and against any form of unlawful processing.
- 17.4 The personal data collected by SETAR N.V. shall not be processed any further in a way that is incompatible with the objects for which they were obtained. In any case the data will be processed further.
- a) Within the framework of specific memorandums, unless a way of shielding offered by SETAR N.V. has been agreed on with the Contracting Party;
 - b) For the purpose of marketing activities of products related to the products of SETAR N.V., unless the Contracting Party has objected to this form of processing;

- c) Within the framework of inclusion in telephone directories or with subscriber information services, name, address and telephone number will be made available, unless the Contracting Parties has objected to such inclusion;
- d) For the purpose of the preparation of *[a list of?, translator]* personal data of Contracting Parties whose Service was discontinued because of not paying in time, or who defrauded SETAR N.V. or tried to defraud it. The personal data processed within this framework are also intended to be supplied to other providers of (cellular) telecommunication services.

18. Liability Contracting Party

- 18.1 The Contracting Party shall be liable for any and all loss suffered by SETAR N.V. in consequence of an act or omission in violation of the provisions of the Agreement.
- 18.2 The Contracting Party shall indemnify SETAR N.V. against claims of third parties for compensation of loss that these third parties might be able to recover from SETAR N.V., in as far as this claim is based on the use made by the Contracting Party of his/her Connection, as regards the contents of the information sent by him/her by means of the Connection.

19. Liability SETAR N.V.

- 19.1 SETAR N.V. shall not be liable for direct, indirect or consequential loss caused by the not or not properly functioning of the Network or by shortcomings in carrying out the Service and additional services, except for the cases mentioned hereinafter.
- 19.2 In the event the Contracting Party suffers loss in consequence of the not properly functioning of the Network or due to shortcomings in carrying out the Service and additional services, SETAR N.V. may only be liable in case of direct loss in consequence of a shortcoming imputable to it in the following cases, and not exceeding the amounts indicated for each case:
 - a) If it concerns loss in consequence of death or bodily injury, not exceeding an amount of Afls. 500,000.= per event;
 - b) If it concerns loss in consequence of an act in violation of the Articles 390, 390a and 391 of the Criminal Code, not exceeding an amount of Afls. 5,000.= per event;
 - c) If it concerns loss in consequence of damage to objects of the Contracting Party caused during activities relating to the implementation of the Agreement, not exceeding an amount of Afls. 100,000.= per event.
- 19.3 If in consequence of an event as meant in this Article more than one claim arises, and the combined claims exceed the maximum

amounts stated in this Article per event, SETAR will only be obligated to pay the claims in proportion to the magnitude thereof.

19.4 SETAR shall not be liable for direct or indirect damage to objects of the Contracting Party, to third parties or to objects of third parties that arise during activities for the implementation of the Agreement. The Contracting Party shall indemnify SETAR N.V. from and against any and all possible claims of third parties on account of this damage. If this damage is due to willfulness or gross negligence of non-supervisory subordinates employed by SETAR N.V., SETAR N.V.'s obligation to pay compensation as regards this damage shall be restricted to cost of repair and replacement up to a maximum amount of Afls. 50,000.=. In the event that in consequence of such cause, loss on account of death or bodily injury arises, the provision in Article 20.1, under a, and in Article 20.3 shall apply by analogy.

19.5 The Contracting Party shall notify SETAR N.V. in writing as soon as possible, but not later than 4 weeks after the discovery that damage was caused. Damage not brought to the knowledge of SETAR N.V. within this term, will not be compensated. This term shall not apply to a consumer (a natural person who does not act in the exercise of a profession or conduct of a business), if the consumer is able to make it plausible that a timely reaction could not be expected from him in reason.

19.6 The exclusions and restrictions mentioned in this Article shall not apply if the loss or damage is due to willfulness or gross negligence of SETAR N.V.

20. Complaints

20.1 The Contracting Party is obligated to inspect the items thoroughly immediately upon delivery, and to check whether the items supplied are in conformity with the Agreement, namely: whether the correct items have been delivered and/or the items delivered are equal or equivalent as regards quantity and quality to what was agreed on.

20.2 In the event visible defects or shortcomings are established, then the Contracting Party shall report this to SETAR N.V. within 8 days in writing while stating the reasons.

20.3 A latent defect shall be reported to SETAR N.V. by the Contracting Party in writing while stating the reasons within 3 days but not later than within the warranty period given by the manufacturer, and this without prejudice to the rights the Contracting Party has based on mandatory statutory provisions.

21. Conditions of sale

- 21.1 The provisions of this Article shall be applicable in case SETAR N.V. directly sells and delivers cellular equipment to the Contracting Party, in which case the other provisions of these conditions shall be applicable by analogy in as far as possible.
- 21.2 The (warranty) condition of the producer in question shall apply to cellular equipment that is sold and delivered by SETAR N.V. directly to the Contracting Party, as well as – provided this was agreed with SETAR N.V. – additional warranty services.
- 21.3 Mobile equipment sold and delivered directly to the Contracting Party by SETAR N.V. shall remain the property of SETAR N.V. as long as the Contracting Party has not yet paid any debt to SETAR N.V. In case of non-payment SETAR N.V. may charge the full initial value of the equipment as yet.
- 21.4 The Contracting Party acting in the exercise of a profession or conduct of a business shall check the products of SETAR N.V. upon delivery as to defects and correct quantities and kind. Complaints about immediately perceptible defects in/to the delivery or products must be lodged with SETAR N.V. immediately, but not later than the eighth day after the day of delivery by means of a certified letter to this effect, in case of failure to do so this Contracting Party shall be deemed to have accepted the items in good condition, kind and quantities and as agreed.