

TERMS AND CONDITIONS

The Terms and Conditions apply only at request and on behalf of landline telephone connections. TELBO provides the telephone service to the telecommunications network, which includes cables, power and connection points to the network. These interconnection points of the network terminate the telecommunications network and also form the point where the telephone service ends. The Contractor himself is responsible for wiring and equipment used after the junction of the net. Nothing connected to this junction, such as peripheral devices and commercial network is included in the services offered in these Terms and Conditions by TELBO. To the extent that TELBO also offers these peripheral devices or other facilities, this will be done under a separate agreement where other terms apply. Moreover, the Terms and Conditions do not apply to other services, such as mobile telecommunications services and leased lines. The Terms and Conditions will become effective on January 1, 2013.

ARTICLE 01

DEFINITION OF CONCEPT

In these Terms and Conditions, the following concepts have the related definition. The defined concepts are marked in the text with an uppercase letter.

Connection

The ability to use the TELBO Telephony, including the facilities intended for this purpose.

Additional Services

Specific possibilities for telecommunications which TELBO provides in the context of telephone service in relation to the direction of the circuit, the composition of the compound, the storing or processing of data.

Terms and Conditions

The relevant Conditions for TELBO's Fixed Telephone Connection services.

Consumer

The contractor who uses the phone service other than professionally or for a company.

Contractor

The person who has signed an agreement with TELBO.

TELBO

Telefonia Bonairiano N.V.

Month

Unless the context indicates otherwise, that it is a full month of the year: a period without interruption to the same date of the following month of the year.

Junction of the Net

An end point of the telecommunication system of TELBO which serves to connect Peripheral Equipment.

Agreement

An agreement by which TELBO delivers and maintains one or more Connections.

Peripheral Equipment

Equipment intended for direct or indirect links to a junction with the net, for the benefit of sending, processing or receiving information.

Equipment and other technical means to allow transfer and cycling of connections between connection points of the Net by means of cables, radio, by optical means or other electromagnetic means.

Telephone Service

The services offered by TELBO that allow telephone traffic (and data traffic that is possible in the technique used for that purpose) can be carried to and from the connection points of the Net or to other telecommunications networks (fixed or mobile, both on Bonaire as to other places on the BES Islands, in the former West Indies and abroad) with which the TELBO Net is connected.

Utilities

Parts of the telecommunication network, including cables, devices and connection points to the network TELBO uses for the Telephony service of TELBO.

Details on the telephone traffic

Details on the telephone traffic, such as start time, duration and end time of a call, connection number from which is called, and in case the number follows you the connection numbers that have followed you.

Working days

Monday to Friday, except on public holidays generally accepted by the BES and Bonaire.

ARTICLE 02

GENERAL PROVISIONS

2.1 TELBO provides Telephone services including Additional Services. TELBO may provide Additional Services under separate terms and at individual rates which will be published.

2.2 TELBO does its best to make the Services take place without interruption. But technically it is impossible to avoid every interruption or limitation of service. TELBO resolves interruption or restriction of services as soon as possible taking into account, what is established in the General Conditions. Responsibility for the failure or malfunction of the service is valid only within the limits of Article 12 of these General Conditions.

2.3 TELBO provides Telecommunication services and Additional Services to a connection to the Telecommunications network agreed to with the Contractor. All necessary wiring and equipment for the Telephone Service and Additional Services beyond the Junction of the Net are beyond the liability of TELBO under the Agreement. The Terms and Conditions do not apply in this case.

ARTICLE 03

APPLICATION AND ACCEPTANCE OF A TELEPHONE CONNECTION

3.1 You can submit an application for a Telephone Connection, by filling in and signing a special form, unless another form of request is agreed on. TELBO will offer the customer who made the request a copy of the Terms and Conditions or send him upon request - free of charge - a copy. Moreover, the Terms and Conditions are published yearly in full in the Telephone book issued by TELBO, or they are listed broadly.

3.2 At the request of TELBO, a customer who submits an application has to identify himself in a manner specified by TELBO and must also submit further information necessary so that TELBO can evaluate the request.

3.3 In case of a (joint) request in the name of another private person, or on behalf of a legal entity or a business partner, the representative must identify himself at the request of TELBO and has to submit an authorization of the represented person in a manner required by TELBO, if possible with a recent extract from the Register of the Chamber of Commerce.

3.4 The Agreement is entered into as of the date written acknowledgment from TELBO has been received that the request has been granted, unless otherwise agreed.

3.5 TELBO may reject the request in the event that:

a. a customer who made the request is not able to act legally, or if he can not submit the information requested within the period stated by TELBO, as mentioned in paragraph two of this article.

b. the customer who made a request does not comply with the obligation set out in these Terms and Conditions and if he does not comply with that, it justifies the rejection or if it may be expected that he will not be able to meet that obligation.

c. the client making the request does not meet financial obligations to TELBO in connection with earlier agreements with TELBO.

3.6 Within ten working days of their receipt of the request - unless otherwise agreed - TELBO will notify the client that made the request whether the request has been approved, and if so, when the connection will be established. If reasonably it is not possible for TELBO to respond within this period TELBO will disclose the reason for this and will inform the customer who submitted the application within what timeframe TELBO will be able to respond on his application.

3.7 If in anticipation of the approval the Connection is established, this operation will be considered as a provisional approval. In that case TELBO is still authorized to terminate the Agreement if either case, as mentioned in paragraph 5, occurs. TELBO may set a deadline for the client who made a request. In the event the Agreement is terminated, the client that made the request is due the periodic compensation mentioned in Article 14, first paragraph, the period that the connection was employed and all costs arising from the use of the Telephone and Additional Services.

3.8 What is stated in the upcoming articles also applies to applications for Supplementary Services. Unless otherwise provided in the offer of those services or of the relevant change.

ARTICLE 04

PLACING AND CHANGE OF CONNECTION AND ADDITIONAL PROVISIONS

4.1 If what is necessary to realize a Connection is present and available, the connection will be achieved as soon as possible but in any event within one month after the Agreement was concluded, unless otherwise agreed.

4.2 If what is required to realize a Connection is not present or not available, TELBO will put this into service, within the period stated for confirmation of the acceptance of the request. This period shall not exceed 12 months after the conclusion of the Agreement, unless otherwise agreed.

4.4 When applying the Services at the place agreed TELBO takes into account - if possible - the reasonable requirements of the Contractor. In cases where the work on the spot can not take place without interruption or that TELBO is not having the necessary cooperation from or on behalf of the Contractor, TELBO cannot be blamed for the delay caused by this.

4.5 As long as the connection has not yet been established to implement the Agreement, the Contractor can cancel the Agreement in writing in whole or in part. In that case, the Contractor is due to TELBO the maximum payable amount equal to one installment payment, as specified in Article 14, first paragraph, or other amount TELBO has stated before the conclusion of the Agreement.

4.6 What is stipulated in the articles listed above shall also apply when entering into additional services, unless other provisions for this are announced.

4.7 In the event of temporary acceptance as indicated under Article 3, paragraph 7, TELBO can apply a restriction in the service by blocking for example certain destinations subject to rates that are above the average, until the final application is approved.

ARTICLE 05

OWNERSHIP AND PROTECTION OF SERVICES

5.1 The Agreement does not imply transfer of any provision whatsoever with which TELBO makes the connection.

5.2 Neither does the Agreement imply transfer of the intellectual property that TELBO has used in the context of the implementation of this Agreement, as is the case of the posted programs and the Services associated with this user documentation

5.3 The Contractor obtains a non-exclusive and non-transferable right to use any programs and user documentation accompanying the Services and all this for the duration of the Agreement.

5.4 The Contractor shall use the Services in a careful manner at the agreed place.

5.5 If a third person at the agreed place wants to apply rights to the Services or seizure on the law, the Contractor will submit them immediately point him out the rights of TELBO. The Contractor must immediately notify TELBO about this.

5.6 The Contractor shall ensure that the Services are established in a space that is dry and free of vibration and that provides protection against harmful influences.

5.7 The Contractor is not allowed to make changes to the Services or to move the Services neither himself nor someone else who is not authorized by TELBO to do this, unless this is done with the knowledge of TELBO

5.8 The Contractor shall not make changes in the mark numbers, serial numbers, logo and / or other branded items that are placed on the Services.

ARTICLE 06

ASSIGNMENT OF NUMBERS AND CONSERVATION OF NUMBERS

6.1 For the purpose of using the connection, the Contractor must have one or more numbers available.

TELBO indicates the Contractor one or more numbers.

6.2 TELBO is authorized - in case it is forced to do so in connection with its concession or in the event that this is necessary because of business interests – to change the number assigned to the Contractor without any claim for compensation possible from the Contractor as a result of this change of number.

6.3 In the event the Contractor plans to move to another place TELBO may assign a different number for the Connection to the Contractor. If it does not require extraordinary adaptation of its Telecommunications Network and if the move takes place without the Connection having to be linked to another center, TELBO will avoid number change where this is reasonably possible.

6.4 TELBO will not apply number change under the second paragraph, before three months after the announcement of the change, unless an earlier change is necessary in the prevailing situation.

6.5 In the case of number change under paragraph 2, TELBO ensures that - for a period of two months, as a rule, but at least one month after the number change - people searching by phone contact with the original number will be informed of the modification.

ARTICLE 07

PHONE BOOK

7.1 With the aim of promoting accessibility to the phone service TELBO offers to the Contractor - free of charge - to be mentioned once per edition in a directory, and also to be registered in the information service for phone numbers, Registration in the directory implies an entry can appear in both the paper guide as in the electronic guide.

7.2 An entry as indicated in the previous paragraph implies that for every place where one or more compounds of the Contractor are installed, the address and telephone number (s) of the Contractor are registered in a uniform manner,

7.3 The way in which the Contractor wishes to be mentioned, is indicated in a request as referred to in Article 3 or in case of relocation later. The information provided to the Contractor's entry in the directory and the number information Service should be accurate and complete and must not infringe the rights of third parties

7.4 Insofar that TELBO offers this, additional forms of entries - next to the entries referred to in previous articles - can be agreed on. (ads included). For this purpose a separate agreement is entered, probably with a third party assigned by TELBO with the production and publication of the Directory. In this separate agreement these Terms and Conditions do not apply.

7.5 TELBO does not guarantee the correct, complete and legal aspect of the data provided by the Contractor. In the event that the information provided is apparently incorrect or incomplete, TELBO will retrieve the correct and complete information from the Contractor.

7.6 The Contractor of a Telephony connection will be provided a free telephone guide once per edition.

ARTICLE 08

RELOCATION

8.1 If the Contractor moves and/or changes / or account address, prior to this he needs to pass to TELBO in writing his new address or billing address as soon as possible

8.2 To move the connection itself, the provisions of Articles 3 and 4 apply

ARTICLE 09

CHANGE IN THE NATURE OF TELEPHONY OR TELECOMMUNICATIONS NETWORK

9.1 TELBO can make changes to the technical nature of the Telephone Service, the Additional Services or the Telecommunications Net to meet the requirements of the times and to remain at the technological level

9.2 Where possible, TELBO will try to execute what is in the first paragraph, without affecting user's facilities of the Contractor and the Peripheral equipment he uses. Where this is not possible and a change will have financial consequences for the Contractor that are reasonably foreseeable that change can not take place before 3 months - or as long as is reasonably possible - after the announcement.

9.3 Besides what is stated in paragraph two, TELBO is authorized to end (any offer of) Telephone Service or an Additional Services with due regard with a notice period of at least three months, in the event that it is necessary for technical or commercially-economic reasons. Existing agreements cease to exist with effect from the latest date on which the service is terminated. In that case TELBO will offer the Contractor an alternative service - where this is possible.

ARTICLE 10

USE

10.1 For the use of Peripheral Devices there are legal requirements. It is not allowed a peripheral device that does not meet these legal requirements to be connected to the junction point of the Net. The consequences of connecting devices that do not meet these criteria, including the financial implications, will be borne by the Contractor.

10.2 The Contractor is responsible for using his Connection, even if this is done without his knowledge.

All call charges are to his account, observing article 14. The Contractor is also responsible for everything that happens to the Services at the agreed place, insofar this can be attributed to him.

10.3 It is not permitted to take action, to have action taken aimed at influencing the amounts that the Contractor would have to pay to TELBO for using the Telephone without this action.

10.4 If the telecommunications traffic is affected by the use of the connection or of the connected peripheral equipment, the Contractor is obliged to follow the instructions given by TELBO and the associated financial implications. TELBO can, if she deems it necessary, shutdown the compound partially or completely.

10.5 For certain compounds, as indicated by TELBO, the Contractor himself must provide the necessary electrical energy to use the Connection.

ARTICLE 11

MAINTENANCE AND INTERRUPTION

11.1 Maintenance of the connection takes place by or on behalf of TELBO. For the purpose of maintenance TELBO can temporary make (part of) a connection inoperative. TELBO will keep this to a minimum and, if necessary disclose this in time, taking into account the circumstances of the case, unless it is rightly impossible.

11.2 In the event of interruption of a Connection, the Contractor must report this to TELBO as soon as possible or must have it reported.

11.3 The fault is investigated as soon as possible but in any event within two working days after notification thereof to TELBO, unless this is not reasonably possible for TELBO within that period.

11.4 The Contractor must cooperate if the Investigation of the failure is necessary for a good fault investigation.

11.5 TELBO does its best to solve the fault to the best of ability.

11.6 The costs of the failure investigation and the cost of the solution of the problem will be borne by TELBO.

These costs may be borne by the Contractor if the fault is caused by action or by omission in breach of these Terms and Conditions or if the fault is caused by faulty Peripheral Equipment or the presence of other devices on the agreed place, which have an effect on the connection. The Contractor may be arranged on cost sharing.

11.7 Where a failure as indicated in the previous paragraph extends (also) to compounds of other Contractors, then TELBO is authorized to place the corresponding costs on the account of the Contractor whose connection has caused this failure, unless the Contractor cannot be blamed for this.

ARTICLE 12

RESPONSIBILITY TELBO

12.1 TELBO is not responsible, in the context of the creation or implementation of the connection, except as specified in the following paragraphs of this Article:

12.2 TELBO is only responsible for any damages resulting from any error that TELBO may be accused of in the following cases and that to the indicated the maximum amounts:

a. in cases involving damages resulting from death or bodily injury, to a maximum of fifty-five thousand nine hundred U.S. dollars per incident;

b. in cases involving damages resulting from an act by which the articles 390, 391 and 390b of the Criminal Code have been violated, to a maximum of fifty-five thousand nine hundred U.S. dollars per incident;

c. in cases involving damages due to damage caused to any property of the Contractor caused by work in establishing the connection, up to a maximum of fifty-five thousand nine hundred U.S. dollars per incident;

d. in cases concerning damages caused by the omission or wrong mentioning of Contractant in the phonebook, up to a maximum of one hundred and forty U.S. dollars per incident;

e. in cases involving damages resulting from the decommissioning of a connection by TELBO, as indicated in Article 18, without requiring any reason, up to a maximum of one hundred and forty U.S. dollars per aggrieved, with a maximum of five hundred and ninety U.S. dollars per incident.

f. in cases involving damages due to some administrative error, as shown below d. and e. up to one hundred and forty U.S. dollars per injured, with a maximum of five hundred and ninety U.S. dollars per incident.

12.3 TELBO is not responsible for errors of other providers of telecommunications network and telecommunications services connected to the TELBO Telecommunications Net.

12.4 In the event that as a result of an incident as described in paragraph two more than one complaint is issued and the complaints together exceed the maximum amount determined per incident, the maximum amount to be paid will be divided proportionally.

12.5 TELBO can not rely on limited liability as defined in paragraph two if the damage is caused by willful or reckless actions and with the realization that the damage done by this action has been caused by TELBO.

12.6 Damage as indicated in paragraph c. must be reported to TELBO as soon as possible, but at the latest four weeks after the damage has been caused.

Injury TELBO has not been informed about within the time limit is not eligible for compensation unless the Contractor can demonstrate that reasonably a response from him within the time set it could not be demanded.

ARTICLE 13

RESPONSIBILITY OF THE CONTRACTOR

13.1 In the context of the creation or implementation of the connection the Contractor is not responsible, except as specified in the following paragraphs of this Article:

13.2 The Contractor is responsible for damage caused by an error for which the Contractor may be blamed.

Damage includes damage caused by disappearance, loss, theft or failure of the Services at the agreed place, in case one can blame the Contractor for causing such damage.

13.3 A consumer is solely responsible for corporate damage and its consequences in TELBO, if such damage has been caused intentionally or by reckless act by the Contractor with the realization that the damage will be the result.

13.4 The Contractor shall indemnify TELBO of responsibility to third parties for any damage whatsoever which TELBO could be blamed for insofar this complaint is based on the manner in which the Contractor has made use of the Telephone and the Additional Services and in particular with regard to the contents of the information he sends through the Connection.

ARTICLE 14

COMPENSATION

14.1 The Contractor owes a fee to TELBO for the services which he has used according to the rates set and published by TELBO. Rates include any amounts, monthly or other periodic amounts due and amounts depending on the use of the Telephone and Additional Services. The amounts are inclusive ABB taxes and any other fees set by the Government.

14.2 The fee for the use of the Telephone and the Additional Services may include the telecommunications traffic that is maintained and the telecommunications traffic the contact person has agreed to account for.

14.3 Where the monthly amounts do not imply a full calendar month, TELBO debits the account for each day with 1/30 of the total monthly amount.

14.4 In determining the amounts due as specified in the second paragraph, TELBO's data prevail, unless there is evidence that the data are incorrect. TELBO must take the necessary care in determining these data.

14.5 There may be a rate deviation of the one-time fee, in the event that for the realization of the Connection exceptional costs are incurred which exceeds the normal rate.

14.6 No account will be debited due to monthly fee for the period during which the Connection or Additional Services have not worked three times twenty-four consecutive hours due to a cause other than those referred to in Articles 10, paragraph four and Article 11, paragraph seven.

ARTICLE 15

PAYMENTS

15.1 The amounts referred to in Article 14, first paragraph are due, as one-time and periodic fees, from the date that the Connection enters into force. If the installation of this is prevented by the fact that TELBO has no access to the place where, a point of connection of the Net has to be installed as a result of circumstances for which the Contractor may be blamed, he is those amounts due from the date on which the Connection could have been installed if there had been sufficient access.

15.2 TELBO is authorized to demand payment of amounts due from one-time and recurring fees.

The amount of compensation is due - depending on usage - from the date on which the account is debited. For certain forms of promotion different payment terms may be established

15.3 Unless another form of billing is agreed TELBO debits the amounts due on account of the Contractor by an invoice. Invoices are sent periodically; this may be different periods used for different types of offers. In exceptional cases (as in the case of high amounts above average of the fee associated with the use of a certain period) TELBO may bill the compensation for an interim period.

15.4 Unless the Contractor has handed over to TELBO an authorization for automatic deduction from which TELBO receives payment, the payment must be made in the manner and within the time limits set on the invoice.

This term implies - with the exception of the situation as mentioned in the previous paragraph - at least 14 days starting from the day the Contractor receives the bill. For prepaid amounts another method of payment may be agreed.

15.5 Objections to debited amounts on the account must be made known to TELBO before the due date of the invoice. TELBO will not appeal to this deadline against a consumer if the objection could not reasonably have been raised within this period. Deferred payment of a portion of the amount debited against which no objection is made known is not allowed.

15.7 In cases where the Contractor has filed several complaints against the amounts debited on his bill and in which those objections proved to be unfounded, TELBO can debit in advance the charges for examination to the Contractor. TELBO will notify the Contractor of the fact that this authorization will be used before an investigation is started.

ARTICLE 16

NOT TIMELY PAYMENT

16.1 If the Contractor has not paid within the period laid down in Article 15, paragraph 4, he simply fails to fulfill his liability

16.2 From the date on which the Contractor fails to pay TELBO is authorized to debit the legal interest and reasonable costs incurred to receive payment without court intervention. The cost is 15% of the amount due, with a minimum of U.S. \$ 150, = unless TELBO demonstrates that the actual costs are higher.

16.3 TELBO is authorized to proceed to (partial) closure or to terminate the Agreement for late payment if the Contractor has not either paid within a specific period, stated in a reminder.

This particular period means - in addition to the situation referred to in Article 18 - at least 14 days starting from the day the Contractor received the notice.

ARTICLE 17

WARRANTY STATEMENT

17.1 Where there may reasonably exist doubt on the basis of general and specific facts and circumstances that the Contractor, (or the person making the request referred to in Article 3) will meet its payment obligation, or if he owes higher amounts in a short time than the average of the fee associated with the use of a service, or if he has no home, permanent residence or domicile on Bonaire, TELBO is authorized to require from the Contractor (or the person making the request) that either he submits a deposit or bank guarantee or he pays a refundable deposit.

17.2 The amount specified in the first paragraph shall not exceed the amount that the Contractor would be reasonably due over six calendar months. For agreements with a longer duration than one year, a longer period may be taken as standard.

17.3 As soon as in the opinion of TELBO the need for a guarantee no longer occurs, TELBO will disclose that the security or bank guarantee may be canceled, or that the deposit will be refunded.

17.4 No interest shall be paid on a deposit.

ARTICLE 18

DEACTIVATION OF THE SERVICE

18.1 Considering the provisions in the foregoing Articles TELBO reserves the right to make the Connection and its other services (temporarily) in whole or in part inoperative, in the event that the Contractor in connection with the Connection fails to fulfill its

obligations to TELBO and this omission justifies deactivation. The obligation to pay the monthly fee remains in effect during the period that the service is deactivated.

18.2 TELBO is authorized to undertake total or partial closure, without sending a note of default action not even as a warning, if the Contractor acts in violation of article 10, paragraph 3 or 4, or if the Contractor otherwise causes harm to the interests of TELBO to such extent that nothing else can be expected from TELBO than not maintaining Contractor in office.

18.3 If a Contractor makes in a short time high debts that surpass the average consumer costs TELBO is empowered to take steps to block certain destinations that have an above-average rate until the Contractor has undertaken steps to pay or has submitted a guarantee in accordance with Article 17.

To the extent it is reasonably possible TELBO will send a notice to inform the Contractor in advance.

18.4 Action will be taken to re-establish the service if the Contactant has fulfilled his payment obligation within the time limit set by TELBO. There will be a fee charged for re-connection charges.

ARTICLE 19

ACCESS, TOLERANCE

19.1 The Contractor is obliged to allow that inside and to its buildings and also in areas which thus form a unit Provisions are installed on behalf of a Connection in those buildings or buildings in the area and that these facilities are maintained, replaced, moved and removed.

19.2 For the purposes of the activities mentioned in the first paragraph, and also for the purpose of troubleshooting and also for monitoring compliance with the conditions relating to the installed Services therein, the Contractor must provide access to the persons responsible for this to those places where the working activities have to take place. These individuals will identify themselves upon request. In general, the work does not take place during the hours meant for sleeping.

19.3 At the request of TELBO and for the activities mentioned in the first paragraph, the Contractor is obliged to cut trees and plants or roots and branches thereof, insofar as they reasonably are or will become an obstacle for installation, maintenance and operation of the Telecommunicatie network of TELBO.

19.4 At the request of TELBO the Contractor shall take the necessary measures at the place where the activities referred to in the first paragraph have to take place so that TELBO can perform the work properly.

ARTICLE 20

PROVIDING INFORMATION

20.1 The Contractor is obligated to provide to TELBO the information it needs to maintain proper operation of the Telephone and Additional Services TELBO; which also includes information about Peripheral Equipment that is installed or will be installed.

20.2 TELBO will adhere to the duty of confidentiality regarding all information received from the Contractor and from which the confidentiality character appears.

ARTICLE 21

USE AND HANDLING OF INFORMATION (PERSONAL); PROTECTION OF PERSONAL ENVIRONMENT

Terms and conditions

21.1 TELBO processes the data (personal), including data traffic of the Contractor that is needed for a good service. TELBO will deal with processing of personal data according to the appropriate regulations.

21.2 TELBO ensures the appropriate organizational and technical resources for personal information to be safe and secure.

Personal data will not be kept for longer than is necessary for good business or for any reason legally required

21.3 The following paragraphs of this Article qualify for special provisions regarding the main ways to process personal data. In case of new ways occurring for processing personal data which are not mentioned in the following paragraphs, TELBO will take into consideration what is provided in the first and second paragraph.

Processing with communication purpose

21.4 TELBO may also make available to other providers of this kind of telephone directories and directory inquiry numbers dossiers for the paper and electronic directory and the intelligence service phone numbers (as mentioned in Article 7).

21.5 TELBO may make personal data available to third parties for their use in the framework of acquisition with commercial, non-profit or charitable purposes, unless the Contractor has made known his objection against this.

Processing for own services and for the accounts of TELBO

21.6 TELBO is allowed to process the data of the telephone traffic in the context of its own services, especially if this is the result of a kind of offer which the Contractor makes use of.

21.7 In specifying the invoice referred to in Article 15, paragraph five, the number of the Connection which has been called may be listed on the invoice.

Processing the Information Number

21.8 For the purpose of handling the telecommunications traffic on the telecommunications network TELBO and other providers of telecommunications services in Bonaire, the other BES Islands on the former Aruba and abroad, information numbers are exchanged. For the use of this this information number both domestically and abroad there are statutory requirements; TELBO is not responsible for adherence to these regulations on the part of providers other than just TELBO itself.

21.9 In the context of the Supplementary Service Number Identification ("Caller ID" ;) the number of the caller of the Connection is disclosed to the Connection receiving the call, unless using a block-system that TELBO has delivered. On the basis of a legal requirement TELBO can be forced to disclose the number of the Seal calling, although using the block-system.

Processing in the context of legal obligations

21:10 TELBO will adhere to the legal obligation to provide information (including personal information) as in the case of a criminal investigation.

21:11 TELBO guarantees confidentiality by phone taking into account the exceptions prescribed by law. TELBO is obliged to cooperate with what the law says regarding telephone tapping.

Data processing in case of default

21:12 TELBO is hereby authorized to create a file of Contractors whose connection has been closed because of late payment, taking into account the provisions of Article 18. This file is intended for TELBO and other providers of public telecommunications services to pursue this in cases of adoption of requests for these services.
At the request of the Contractor TELBO will inform him whether his name appears in such a file and how he possibly ended up in it.

ARTICLE 22

DURATION OF AGREEMENT

22.1 The Agreement is entered into for an indefinite period and for a period of at least three months starting from the date it comes into force, unless a different period is agreed with the Contractor on the basis of specific conditions laid down in writing.

22.2 At the end and after the expiry of the minimum period, the Contractor may terminate the Agreement.

22.3 Termination of the Agreement during the minimum period is only possible in case of death of the Contractor during the minimum period or when a case occurs where TELBO makes changes as referred to in Article 9, paragraph two, or an event occurs as mentioned in Article 27, paragraph four.

22.4 Either party may terminate the Agreement, taking into account what is stated in Article 9, paragraph three, in case (a form of offer) the Telephone or the Additional Service for which a contract has been entered is coming to an end, taking into account what is set out in that paragraph.

22.5 Both the Contracting Party as well as TELBO may terminate the Agreement if the counterparty fails to meet one or more of its obligations, to the extent that a failure justifies termination. If fulfillment is still possible, first a writing payment requirement should be sent with the exception of those cases mentioned in Article 18, paragraph two or if a reminder has been sent, as stated in Article 16, paragraph three.

Dissolution is also possible in case of bankruptcy or suspension of payment by the Contractor, unless the curator or the auditor chooses to continue the Agreement and that in this sufficient guarantee shall be granted in accordance with Article 17.

22.6 If TELBO dissolves the Agreement on the basis of the provisions of the preceding paragraph during the minimum period specified in paragraph one, the Contractor's obligation to periodic payment of the remuneration referred to in Article 14, first paragraph, still remains for the rest of the minimum duration.

22.7 After termination of the Agreement, the Contractor must give TELBO at its first request the opportunity to remove the Facilities from the agreed place. In case the Contractor a month after the termination of the Agreement still has not allowed TELBO to do the work in place he will owe TELBO the periodic fee referred to in Article 14, paragraph one, until the moment that TELBO can perform the work.

22.8 In the event that during the minimum period of the Agreement a change, a transfer or a move has taken place and the Contractor owes a lower monthly rate than was the case before, he will still be charged the original amount owed for the minimum duration.

ARTICLE 23

TRANSFER OF CONTRACTS

The Contractor is not authorized to transfer rights and obligations under the Agreement to third parties, without the written permission of TELBO. It is possible that conditions may be attached to the authorization

ARTICLE 24

COMPLAINTS AND CONFLICT

24.1 In case of a complaint or dispute in related with the Connection, the Contractor must apply initially to TELBO, by phone or correspondence address announced by TELBO. After this TELBO will react based on the contents, unless this is not reasonable possible. In that case, TELBO - giving reasons – will announce to the Contractor within that period when a response regarding the content will be sent to him.

24.2 If the Contractor does not agree with the handling of a complaint or a dispute, parties may nominate the case to a civil court having jurisdiction for the case.

ARTICLE 25

APPLICABLE LAW AND JURISDICTION

The Antillean law applies to the Agreement and only the Court of First Instance of the Netherlands Antilles, Bonaire with seat, is authorized to take note of the conflict arising from this Agreement.

ARTICLE 26

LIMITATION PERIOD

All claims relating to the Agreement expire after a period of five years starting from the day following that of its publication. The conclusion of the limitation period will be in accordance with the provisions of general law.

ARTICLE 27

MODIFICATION OF TERMS AND RATES

27.1 TELBO may change these Terms and Conditions and rates.

27.2 Except as provided in the fourth paragraph, change of these Terms and Conditions and rates also apply to existing Agreements.

27.3 The changes take effect 14 days after notice or any other day before or after, specified in the notice.

27.4 If a Contractor does not want to accept any change in this agreement he may terminate the Agreement in writing, commencing on the date on which the new Terms and Conditions apply. The termination must be done on time. TELBO considers the dissolution being on time if the notice is received before the above date. As for the rate change what is determined in this paragraph only applies if the change in rates ultimately entails a higher rate.