



**General Terms and Conditions (“GT&C”) Post Paid Mobile Telecommunication
Services**

Telefonia Bonairiano N.V.

Definitions

- a. Customer: a contracting party, being an individual person or a legal entity, concluding an Agreement for Service(s) with TELBO
- b. Agreement: the Agreement, including the GT&C Post Paid Mobile Telecommunication Services, to render the Service(s) by TELBO to the Customer
- c. TELBO: Telefonía Bonairiano N.V., the telecommunication company established at Kaya Libertador Simon Bolívar 8, Kralendijk, Bonaire
- d. Network: the wireless telecommunication network installed, maintained and operated by TELBO on Bonaire
- e. Service(s): TELBO's Mobile Telecommunication Service(s) whereby the Customer makes use of TELBO's Network for direct transportation from and to access points on the Network or on other telecommunication infrastructures
- f. Devices: equipment designed to be directly or indirectly connected to an access point on the Network for Service(s)

1. General Provisions

- 1.1. These General Terms and Conditions ("GT&C") shall govern the relationship between TELBO ("we", "us" "our") and the Customer (hereinafter also referred to as "you", "your") of the Service(s) and shall constitute legal and binding obligations on TELBO and the Customer (hereinafter also referred to as "Parties") once we have accepted your application for the provision of the Service(s). The Customer may make use of additional services offered by TELBO. These GT&C shall be applicable to the additional services unless indicated otherwise.
- 1.2. Your application form and TELBO's tariffs for the Services, as may be amended from time to time, are part of the Agreement. Connection and activation of the Services are conditional on TELBO obtaining inter alia a satisfactory risk assessment, credit rating and/or receipt of a deposit from the customer.
- 1.3. By signing the application form and Agreement you have consented to By signing the Application, you have consented to:
 - 1.3.1 provide valid proof of your identity that we deem acceptable and inform us in writing if any of your customer data has changed;
 - 1.3.2 follow TELBO's reasonable instructions and/or requests related to your use of Devices or Services issued by us, in particular in relation to the investigation of fraud or other offences or as required by law or in any legal proceedings.
 - 1.3.3 cooperate when TELBO deems it necessary to enforce its rights hereunder in any legal action and you will reimburse the company for all costs and expenses including reasonable attorney's fees incurred as a result of such legal action.
- 1.4. In the event of conflict between verbal statements of TELBO and written statements of TELBO, the written statements of TELBO will prevail.
- 1.5. These GT&C supersede all prior understandings and/or terms and conditions between Parties. By using our Service(s), you have agreed to these GT&C.

2. Devices

- 2.1. The provisions in is this article shall be applicable in the event TELBO directly sells and delivers Devices to the Customer.
- 2.2. You may return your Device within five (5) working days of the date of purchase to the original place of purchase in case of a technical problem with the Device for a full refund, provided that all contents are returned in reasonable condition, free of damage.
- 2.3. In case you have accepted a one-off offer to obtain a discount on the purchase price for a Device that meets specified requirements, you, by signing the discount receipt, accept all liabilities associated with the Device that was traded and you have indemnified TELBO from any third party claims for direct or indirect damages pertaining to (the use of) the Device.
- 2.4. The warranty on the Devices sold and delivered by TELBO directly will be three (3) months unless otherwise specified in TELBO's applicable Warranty and Repair Policy.
- 2.5. Devices sold and delivered directly to the Customer by TELBO shall remain the property of TELBO until the Customer has paid the Device in full or has completed the

minimum contract period based on which the Customer has obtained a Device from TELBO at a discounted price or free of charge.

- 2.6. Your Device is your responsibility and you must take every precaution to keep it safe. You will immediately report and confirm in writing any loss, theft, damage or unauthorized use of your Device and/or SIM card.

3. SIM Card

- 3.1. The SIM card is made available to the Customer for Service(s) on the Network and shall remain the property of TELBO at all times and must be returned to TELBO, or anyone acting on our behalf, on request.
- 3.2. You must not interfere with the SIM card for any reason and you are not allowed to let third parties interfere or temper with the SIM Cards and/or use the SIM Cards for any other purposes than our Service(s) to you. Any SIM Card found defective (through no fault of ours) may require payment by you for its replacement, exchange or repair. Any SIM Card found defective due to faulty workmanship or design may be replaced free of charge, once returned within the warranty period specified.
- 3.3. Your SIM card is your responsibility and you must take every precaution to keep it safe. You will immediately report and confirm in writing any loss, theft, damage or unauthorized use of your SIM card. You will remain liable for all charges and costs related to your SIM Card, including all costs associated with its unauthorized use. If you have previously authorized someone to use your SIM card and have subsequently withdrawn your authorization, you will continue to be held liable for all charges and costs incurred by their use until we have been notified.

4. Use of Services

- 4.1. It is not allowed to connect devices to the Network that do not meet the statutory requirements. The Customer is liable for all financial consequences in the event of illegal connection on the Network.
- 4.2. If TELBO establishes that the device of the Customer does not meet the statutory requirements and/or disturbs the proper operation of the Service(s) it shall have the right to discontinue the Service(s) of the Customer.
- 4.3. Our Services are provided by radio transmission and are therefore available only within the range of our Network's base stations. Both quality and availability of our Services are affected by radio interference due to physical obstruction, atmospheric conditions and by technical faults or other defects as may occur from time to time in the Network.
- 4.4. Your Service may include the ability to use your Device on other wireless networks outside Bonaire with which TELBO has roaming agreements with due observance of the application possibilities, quality characteristics and regulation of the relevant territory and wireless network. TELBO may make changes concerning the territories and/or networks from which roaming is possible and does not guarantee the quality of the roaming service.
- 4.5. You are required to pay a deposit of an amount to be specified by TELBO for the ability to roam.

5. Service Period

- 5.1. By signing the application form you have agreed to a fixed minimum service period of twelve (12) calendar months (the "Fixed Term"). The service period may be extended in writing at any time for a period of twenty-four (24) months or any longer as may be specified on the executed application form.
- 5.2. At the expiration of the Fixed Term, the agreement will automatically be extended for twelve (12) calendar months unless you notify us in writing that you do not wish to extend the Services at least thirty (30) days prior to the expiration date. In case of early termination the charges which would have been payable by the customer for the Service for the remainder of the minimum period as if the agreement had not been terminated are due to be paid to TELBO by you in order to successfully unbind you from this Agreement.

6. Suspension & Termination

- 6.1. The Agreement may be suspended and/or terminated without the need for prior written or verbal communication if the Customer :
- a. breaches any financial and/or statutory restrictions/procedures that govern TELBO's Network and Service(s) and ;
 - b. does not comply with and/or breach any of the enlisted GT&C;
 - c. fails credit checks that may be performed from time to time
 - d. commits a trespass on the Network or any equipment owned by the company;
 - e. conspires to defraud TELBO or does anything to avoid or evade TELBO's charges
 - f.
- or if TELBO:
- (i) needs to do intermittent checks, modifications and/or maintenance necessary for the Network;
 - (ii) has reasonable cause to believe that you are unable to pay the charge or that Service was obtained fraudulently or fraudulent or improper use of your handset or SIM Card is taking place;
 - (iii) Service(s) rendered to you may cause the operation of the Network to be jeopardized or impaired, or allow others to do any of the foregoing with your equipment or any act which does not comply with relevant legislation and regulation;
 - (iv) is unable to provide the Service(s) to you;
- 6.2. Should your access be interrupted in any of the circumstances outlined above, we are in no way obligated to provide Service to you and TELBO will not be liable for possible damages. In this event, we reserve the right to levy a reconnection fee to the Network. Should you refuse to reconfirm acceptance of the GT&C, we reserve the right to refuse to reconnect you.

7. Service Charges

- 7.1. TELBO's tariffs, for the Service, may include in addition to our cost, other charges, fees as from time to time may be applicable, levied or charged from third party providers and/or Authorities.
- 7.2. We reserve the right to alter such tariffs and will notify the Customer of such a change by way of advertisement in the national media or on our website. If a customer doesn't wish to accept the modification he can terminate the agreement in writing, with effect from the date on which the new tariff has entered into force. The termination shall be affected in a timely manner when the communication for termination is received by TELBO within two (2) weeks after notification.
- 7.3. With regards to the aforementioned rates changes this is only applicable in the event overall charges results in a higher balance for the customer.

8. Payment

- 8.1. When you use the SIM card and/or TELBO Mobile Service, you incur a debt consisting of Service charges, subscription fees and any other charges incurred in relation to the Service(s) provided to you by TELBO under this Agreement will be added to your debt and are part of it.
- 8.2. TELBO will invoice the Customer periodically at the address stated on the application or at the address designated by the Customer in accordance with article 1.x. and/or invoices will be sent to the e-mail address of the account holder only unless otherwise specified and agreed by customer. Invoices will include: fixed charges and credits that are one month in advance; Call charges and credits that are one month in arrears or more if previous bills have been not paid.
- 8.3. We should be advised in writing of any disputed charges(s) that occur on an invoice within 5 working days of receipt of invoice. You will still be held liable for non-contested charges on the invoice which are deemed payable by due date. We will investigate the disputed charge(s) and notify you of the results. Non-payment of valid charges within 48 hours after investigations are complete may result in suspension of Service. If the disputed charge(s) are indeed errors, a credit of the amount disputed will be applied to your account.

- 8.4. You agree to repay the debt to TELBO at any designated collection centre. If payment is made by cheque or any other instrument, a return fee maybe charged by the company, should this method of payment be dishonored. The company reserves the right to reject and/or disallow cheque payments from you once dishonored cheques have been processed through your account.
- 8.5. You will be charged for the right to use any technology developed by the company. We are not liable for any loss or damages suffered as result of the use of, or failure in any bill payments services. We are in no way obligated to provide Service to you if you have defaulted in payment of any sums due by you. In this event, we reserve the right to charge a reconnection fee and/or revise your payments terms and/or restrict your feature types, prior to restoration of service; we reserve the right to refuse reconnect you. We may require you or your estate to pay your total debt immediately.
- 8.6. If you do not carry your obligations under this agreement, if you become bankrupt or insolvent, or die or upon legal attachment, levy or execution against you, your estate or your property or your SIM card is used contrary to this agreement.
- 8.7. The company reserves the right to charge interest on overdue amounts – at a minimum rate of 1.5% month on any open balances. Interest will be charged from the moment the amount is due to TELBO until the date of payment (whether before or after judgment). You agree to accept our records of a transaction as accurate unless you can provide contrary evidence that is satisfactory to us. Payment is due upon invoice presentation date, i.e. once the invoice is available to you by e-mail. We will not be held responsible for Customers' non-receipt of invoices delivered by post. Your statement is deemed to have been delivered to you on the day it is available on our website.
- 8.8. Electronic invoices are free of charge. All invoices generated will be available for (re)print on request and a charge will be applicable. Payment can be made via the different payment systems of your bank and at the TELBO Store. You must continue to make payments even when our service is disrupted, as invoices can otherwise be obtained by contacting the Customer Care Centre. We reserve the right to contact you otherwise to seek payments of amounts due. We reserve the right to collect the outstanding amounts through our collection agency charging a collection rate of 15% of the principal sum with a minimum of US\$ 75,00. We reserve the right to change billing cycles and/or to issue interim invoices.

9. Credit Limit and Security Deposit

- 9.1. You will be notified of your credit limit when your application form is accepted. We reserve the right to increase or decrease your credit limit at any time and from time to time, without prior notice.
- 9.2. You agree that your debt will not exceed your credit limit. Your credit limit, established at the discretion of the Company, relates to your current usage. You will remain responsible for incurred service charges in excess of your credit limit.
- 9.3. You will be required to make a security deposit in order to be connected or reconnected to the Network. The minimum deposit amount required will be determined at the sole discretion of TELBO.
- 9.4. This security deposit is refundable after this Agreement is terminated and all outstanding monies due to us have been received by TELBO. The security deposit may be used to settle any outstanding debts owed to us. A security deposit does not negate you from your liability to pay for the Services rendered, including all costs associated with its unauthorized use.

10. Personal Data and Disclosure

- 10.1. TELBO shall process, preserve and safeguard your personal data in conformity with the law and necessary for the operation of its Services.
- 10.2. We may release your personal data and account information to any third party that wishes to use that information for (non)commercial purposes unless you have notified TELBO in writing to object against same. You agree that we may contact any person or reference provided by you to verify accuracy of account details.
- 10.3. TELBO may however, disclose any information about you and your accounts:
 - a. To any authorized personnel or authorized third party;
 - b. In response to credit inquiries;
 - c. TELBO, in its discretion, deems such disclosure necessary or desirable;
 - d. Pursuant to legal process or subpoena;
 - e. If disclosure is necessary to protect TELBO's interests.

- 10.4. We reserve the right to refuse any request for account information in case we are unable to verify that the requester is in fact the account holder, an authorized contact or the valid user of the account.
- 10.5. TELBO will send you information from time to time that is deemed relevant to you. If you do not wish to receive this information you may notify TELBO in writing.
- 10.6. By using the Service you consent to and authorized any such disclosure. The company shall not become liable by reason of giving of such information or of it being inaccurate and / or incomplete.

11. TELBO Mobile Numbers and Identification

- 11.1. Mobile numbers are assigned to TELBO by the relevant authority for its Services. TELBO has proprietary rights to any mobile number allocated to you whether requested by you or otherwise. We reserve the right at any time to alter or replace a mobile number allocated to you or any other name, code or number whatsoever associated with our Service.
- 11.2. TELBO may allow the display of your telephone number in a directory and on receiving handsets, unless otherwise agreed in writing between Parties.

12. Amendment

- 12.1. The Service(s), tariffs and GT&C can be amended by TELBO from time to time. The amendments also apply to the existing Agreements. The amendments shall enter into force 14 days after the notification or, on an earlier or later date in the notification. Such notification may be by way of advertisement in the national media or on our website.
- 12.2. If a Customer does not wish to accept the modification he can terminate the agreement in writing, with effect from the date on which the amendments come into force. The termination shall be affected in a timely manner when the communication for termination is received by TELBO within two (2) weeks after notification. If a Service is used by the customer after notice of amendment, then the amendments shall be deemed accepted by the customer.

13. Exclusion of Liability

13.1 TELBO shall not be held liable for any direct, indirect, or consequential loss suffered by you (or anyone claiming through you) due to any of the following;

- a. Suspension, termination or non-availability of any Service(s) or Agreement;
- b. interruption of or failure to connect any telecommunication activity made to or by the Device;
- c. any telecommunication activity to or by the Device being overheard or intercepted by any third party and any data/information transmitted to or by the Device being altered or lost.

13.2 We will have no liability to you or any joint user for any claims whatsoever resulting from the inability to provide the Services due to factors beyond our control, including but not limited to, Acts of God, Acts of war, Acts of terrorism and other enemies, weather events, civil disturbances, industrial action, governmental action, force majeure, power failure, accidents, the act or omission of any other telecommunication carrier in Bonaire or elsewhere and/or default or failure of any third party.

13.3. TELBO, its associated or affiliated companies, their respective officers, agents, managing-directors, supervisory-directors, principals, employees, attorneys, underwriters, successors, and assigns will not be liable for or in respect of any effects, claims, actions, proceedings, suits and causes of action (whether at law or in equity and including emotional distress), liens, debts, damages, fatalities, losses or injury (whether property or personal, consequential or otherwise), judgments, liabilities, costs and expenses of every nature or kind whatsoever whether known or unknown, suspected or unsuspected, (altogether, "claims whatsoever") arising out of or in respect to our equipment and/or any electronics or radio systems in equipment, vehicles or aircraft in your vicinity or of any emissions or transmissions to, from, by or through our Network and/or Devices.

13.4 If we offer goods and/or services as agents of any principal providers(s), we will accept neither responsibility nor liability to you for the performance, loss of profit, emotional or mental distress or disappointment, or provision thereof by such providers.

14. Miscellaneous

14.1 If any part of this Agreement shall be deemed invalid, illegal, or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired.

14.2 You will indemnify and hold harmless TELBO against all damages or injury caused by the Service(s) and the Network as a result of your negligence or failure to abide by your obligations hereunder. All claims arising out of your act or omission in conjunction with the Service(s) provided by the Company.

14.3 You acknowledge that TELBO is the owner or licensee of a number of trademarks including TELBO and KLA and that nothing herein contained shall be construed as conferring upon you any right, life or interest in said or any trademarks and copyright.

14.4 The paragraph headings contained herein are for convenience only and are not to be used in the construction or interpretation hereof.

14.5 This agreement is governed by the laws of Bonaire. Any dispute arising out or in connection with this agreement must be subject to the Court of First instance in Bonaire.