

# General Terms and Conditions

Telecommunication Services

**SETAR NV**

**Creating Connections**



**SETAR**

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SETAR is the corporation governed by private law Servicio di Telecomunicacion di Aruba, domiciled in Aruba (SETAR or we/us hereinafter). We provide various telecommunication services. Sometimes we also provide additional services. If you are a Client of ours, you can use the services for which you have concluded an agreement with us. These are the general terms and conditions for telecommunication services of SETAR N.V. These terms and conditions will apply to every application, offer, and agreement for SETAR products and services. More information on our products and services, the current rates, and other conditions can be found on our website [www.setar.aw](http://www.setar.aw).

## Article 1 / Definitions

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Several terms are capitalized in these terms and conditions. In this section, we define these terms and you can read what they mean.

### **Connection**

The combination of technical facilities or an identification assigned to the Client by SETAR to create a connection with SETAR's Telecommunication Network to be able to use the Service.

### **Additional Services**

Products and/or services the Client can buy against payment in addition to the Service. The Additional Services are part of the Agreement.

### **Service**

The telecommunication service(s) SETAR provides or makes available to the Client under the Agreement. This can be a telephone, internet, and/or television service. The Service can be provided in various forms with the rates, conditions, and possibilities for use attached to each form.

### **International Fixed Connection**

The Service providing the possibility of direct data transmission between a Network Connection in Aruba and Network Connection(s) of SETAR and/or a third party abroad, the realization of which cannot be influenced by the user through the Network Connection, including the hardware required for same. This Service consists of an Aruban part provided by SETAR and a foreign part provided by a foreign organization.

### **Client**

The party that will conclude or has concluded an Agreement with SETAR or has received or will receive an offer or has filed an application to this effect. In this information, we will also use "you" or "your".

### **Customer Service**

The Customer Service of SETAR to apply to for any questions concerning the Service, which can be reached by telephone at number 139, in the SETAR shops, or in writing at the address of SETAR N.V., Seroe Blanco 29-A, Oranjestad.

### **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.

**National Fixed Connection**

The Service providing the possibility of direct data traffic transmission between Network Connections in Aruba, the realization of which cannot be influenced by the user through the Network Connection, including the hardware required for same.

**Network Connection**

An end point of SETAR's Telecommunication Network meant to connect Peripheral Equipment.

**Agreement**

The agreement between SETAR and the Client under which SETAR provides one or more Connections and Services, and the Hardware necessary for the use of the Service, and Additional Services, if necessary. These General Terms and Conditions for Telecommunication Services will apply to the Agreement and be part hereof.

**Peripheral Equipment**

The Client's equipment (for instance telephones, computers, routers, switches, and TVs, cables) meant for direct or indirect connection to SETAR's Telecommunication Network or to a Network Connection or to the Hardware for the transmission, processing or reception of information.

**Telecommunication Network**

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

**Fixed Telephone Service**

The Service that makes it possible that (data) traffic is realized by fixed telephony users between Network Connections or similar connections to other Telecommunication Networks (fixed or cellular, nationally and internationally), with which SETAR's Telecommunication Network is connected.

**Hardware**

Parts of SETAR's Telecommunication Network (such as cables, (peripheral) equipment, modems, tuners, and Network Connections), used by SETAR to provide services.

**Workdays**

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

## Article 2 / Offer and Connections

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- 2.1 If we make you an offer, it will be in writing, electronic, or verbal. Our offer is always without obligation. In our offer we describe the Service, the possibilities for use, the rates and costs, and the conditions subject to which the Service is provided. Our offer refers to the applicability of these General Terms and Conditions and a copy hereof will be attached. If the

applicable terms and conditions cannot be attached to the offer immediately, they will be sent to you free of charge as soon as possible.

- 2.2 You can use the Services for which you have concluded an Agreement. The various Services of SETAR can be used separately or combined (as a package). Additional Services can be provided by SETAR subject to separate conditions and upon announcement of separate rates.
- 2.3 SETAR will provide connections to a Network Connection on the location agreed on with the Client. Any peripheral equipment shall not be SETAR's responsibility and these General Terms and Conditions shall not apply to it. A Connection can only be offered and provided for some services if the appropriate connection and Peripheral Equipment are used. SETAR can lay down reasonable conditions for the technical aspects concerning the Client's Peripheral Equipment and connection.
- 2.4 These General Terms and Conditions will apply to all Agreements, also if they have been concluded before these General Terms and Conditions became applicable. This will apply with due observance of the provisions in Article 28.

## Article 3 / Application and conclusion Agreement

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- 3.1 The Agreement will be concluded if SETAR has received a (digitally) signed application or order from the Client (online) and SETAR accepts this application or order. SETAR can indicate a different application or order method. The date on which SETAR confirms to you in writing or electronically that the application or order has been accepted will be considered to be the acceptance by SETAR, unless agreed differently. You can find more information on online applications or orders on our website.
- 3.2 On our request, you shall properly identify yourself and also provide other information necessary to assess the application. It may concern personal data and data concerning your creditworthiness, such as information on assets and income and spending pattern. We can conduct a creditworthiness test or cause it to be conducted for the assessment of your application or after the Agreement has been concluded. If we do not consider you creditworthy, we can set restrictions and/or extra conditions for the use of the connection. You can request us in writing why we do not consider you creditworthy. In case of an application (also) on behalf of another natural person, legal entity, or corporation, you shall identify yourself on SETAR's request and prove that you are an authorized representative. In that case, we will state how you can do so, whenever possible with a recent extract from a register of a Chamber of Commerce.
- 3.3 We can refuse an application if:
  - a) the Client is legally incompetent, or if you do not provide the information requested, referred to in Article 3, paragraph 2, within a time limit set by us, or if our assessment of your application shows that you are not creditworthy;

- b) the Client fails to meet any obligation laid down in these Terms and Conditions and this non-compliance justifies the refusal, or if it is plausible that you cannot meet such obligation;
  - c) the Client fails to meet or has not met financial obligations under earlier agreements with SETAR;
  - d) the application relates to an International Fixed Connection and the foreign part hereof cannot be provided;
  - e) connection of the Client is not possible for technical or economic reasons;
  - f) you do not have the correct connection or peripheral equipment, referred to in Article 2, paragraph 3.
- 3.4 It is possible that in case of an application for an International Fixed Connection the foreign part hereof still has to be applied for or that SETAR cannot guarantee the possible time of delivery of the foreign part. In that case, SETAR will notify you of the reason and state within what time limit SETAR will respond to your application.
- 3.5 If the Service is activated before we have accepted the application, this will be considered a conditional acceptance. SETAR can still terminate the Agreement if one of the circumstances referred to in paragraph 3 of this Article occurs. SETAR can give the Client a time limit within which certain conditions set shall be met. If the Agreement is terminated, the Client shall owe the charges referred to in Article 14, paragraph 1, for the period during which the Service has been active. All charges ensuing from the use of the Service and Additional Services shall also be paid.
- 3.6 Article 3, paragraph 1, through 3, paragraph 5, will apply by analogy to the application for Additional Services or change of a Service. This may be different if this has been deviated from in the offer for those Services or for the relevant change.

## Article 4 / Activation of the Service

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- 4.1 If everything necessary for activating a Service is present and available, the Service will be activated as soon as possible. We aim at doing so within three Months after the Agreement has been concluded, but we can indicate a different time limit.
- 4.2 SETAR will take into account the Client's reasonable wishes when it installs Hardware on the agreed location whenever possible. If there is a delay because necessary work on the location cannot take place undisturbed or the necessary cooperation is not given by or on behalf of the Client, it cannot be attributed to SETAR. If demolition work, brickwork, and carpentry or other similar auxiliary work (such as additional work for the installation) is necessary on the location, SETAR can state that this shall be carried out by the Client and at the Client's expense on SETAR's instructions.

- 4.3 As long as the Service has not been activated yet based on the Agreement, the Client can cancel the Agreement in writing in whole or in part. In that case, you shall owe SETAR at most an amount equivalent to the non-recurring amount due as referred to in Article 14, paragraph 1, or a different amount stated by us before the Agreement has been concluded.
- 4.4 The provisions in Article 4, paragraph 1 up to and including 4, paragraph 3, will apply by analogy to activating Additional Services and to changing a Service, unless deviating time limits have been announced for this purpose.
- 4.5 In case of conditional acceptance as referred to in Article 3, paragraph 5, SETAR can limit the service provided until the application has been accepted definitively, such as for instance blocking certain destinations to which above-average rates apply.

## Article 5 / Property and protection Hardware

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- 5.1 The (intellectual) property rights to the Hardware (including the user documentation belonging thereto) and to the software and equipment made available shall remain property of SETAR and/or our suppliers. For the term of the Agreement, you shall only acquire a non-exclusive and non-transferrable right to software, if necessary, Hardware and user documentation belonging thereto in as far as necessary to be able to use the Service.
- 5.2 The Client shall ensure that the Hardware is handled with due care on the location agreed on. You shall ensure that the Hardware is placed in a suitable, dry, and vibration-free location, and that this location protects against damage and/or harmful effects.
- 5.3 You do not have the right to make changes to the Hardware and/or software delivered or implemented in it yourself, or to move it, or to cause other parties than SETAR to make changes or to move it, except with SETAR's consent. You shall leave the type numbers, serial numbers, logos and/or other markings on the Hardware intact.
- 5.4 If third parties want to assert rights or take measures (such as attachment) with regard to the Hardware, you shall notify them immediately of SETAR's rights. You shall notify SETAR hereof immediately.

## Article 6 / Telephone numbers

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- 6.1 As Client of a telephone service, you will receive one or more numbers from us for the use of a Connection. You cannot claim the right to receive or keep a certain number.
- 6.2 SETAR has the right to change a number in case of changes to the national numbering plan, SETAR's telephone service(s) or a Telecommunication Network, or if other circumstances

require this number change. We can also change an assigned number in the interest of the services we provide. Whether and when this is the case will be determined at SETAR's discretion. We will notify you as soon as possible of the change, and reasonably take your interests into account. If a number change has financial consequences for you, they shall be at your expense. We will not be liable for damage on account of a number change.

- 6.3 If you want to move a Connection to the Fixed Telephone Service to a different location, we can assign you a different number for the use of the Connection. We will prevent a number change whenever possible, if it does not require special adjustments to the Hardware and SETAR's Telecommunication Network, and the relocation takes place within the area to which the number applies according to the national numbering plan.
- 6.4 You can only request us to keep a certain telephone number if and in as far as possible pursuant to applicable laws and regulations.

## Article 7 / Telephone directories

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- 7.1 As Client of a telephone service, we offer you a free listing in the (printed and/or electronic) telephone directory once per edition, and a listing with the directory inquiries. This will not apply to prepaid connections and forms of mobile telephone services stating that listing in a telephone directory and directory inquiries is not offered. Against payment, you can choose not to be listed in directories and/or with the directory inquiries.
- 7.2 In case of a standard listing as referred to in paragraph 1, a (main) telephone number, name, and address of the location will be listed alphabetically in a uniform manner for each location where one or more Connections are provided. Against payment, you can choose to be listed differently than with a standard listing with agreed emphasis.
- 7.3 You will be listed as considered efficient by SETAR and as much as possible in accordance with the information provided by the Client. The information you provide or later change for the listing in the directory and the directory inquiries shall be correct and complete and not violate the rights of third parties. If you use a limited standard listing offered by us, we can charge you a fee for this purpose.
- 7.4 If offered by us, additional listings (including advertising) can be agreed on beside the listing referred to in the previous paragraphs. A separate agreement will be concluded for this purpose, to which these General Terms and Conditions will not apply.
- 7.5 The telephone directory and the directory inquiries shall be composed by SETAR with due care. However, we cannot guarantee the accuracy, completeness, and rightfulness of the information listed in the telephone directory and/or in the directory inquiries. SETAR will not accept any liability for any omissions or inaccuracies or for the wrongfulness of the listings included.

- 7.6 When you are a Client of a Connection to the Fixed Telephone Service, we will issue a free printed telephone directory once per edition. More copies can be obtained against payment.

## Article 8 / About relocation

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- 8.1 If you relocate and/or change your billing address, you shall notify SETAR as soon as possible of your new domicile or residence and/or new billing address in writing or in the SETAR store. The provisions in Articles 3 and 4 will apply to the relocation of the Connection.
- 8.2 If you disconnect, relocate or move the Hardware and/or Peripheral Equipment and this is not done by or on behalf of SETAR, you shall notify SETAR in writing of the location changes, stating the type of equipment, serial numbers, old location, and new location. SETAR has the right to inspect the Hardware and/or Peripheral Equipment after it has been relocated or moved.
- 8.3 If the Connection is relocated, the subscription fee for the Connection (including charges for the Hardware and Peripheral Equipment) in the abandoned property shall be due up to and including the day on which the Connection is available on the new location and charges will become due and payable for that location.

## Article 9 / Change in the Service

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- 9.1 SETAR can change (the form of) a Service for economic reasons, in order to meet statutory rules and/or comply with the requirements of the times and the state of the art.
- 9.2 Whenever possible, we will attempt to implement the changes referred to in paragraph 1 of this Article without consequences for your possibilities for use and the Peripheral Equipment you use. If this is impossible, and a change is reasonably expected to have financial consequences for you, it will be announced in advance. This change will be made at least 2 months after the announcement, or as much later as is reasonably possible. If a change has financial consequences for you, they shall be at your expense.
- 9.3 SETAR also has the right to terminate (the form of) a Service or Additional Service, for instance if technical or economic reasons so require, or in case of termination, revocation, or modification of the permits SETAR needs for the Service or SETAR's Telecommunication Network. We will notify you hereof at least 2 Months in advance. In that case, the Agreement(s) shall be terminated on or before the date on which the relevant Service is terminated. In that case, we will offer you an alternative Service whenever possible.

## Article 10 / Use of the Service

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- 10.1 If statutory requirements apply to Peripheral Equipment, it is not permitted to connect equipment that does not meet these requirements to a Network Connection. The consequences, including financial consequences, of connecting unsuitable or non-compliant Peripheral Equipment shall be for the Client.
- 10.2 It is not permitted to use the connection for a National Fixed Connection or International Fixed Connection or cause it to be used for long-distance telephony.
- 10.3 You shall vouch for all the use made of the Service, also if it is used without your permission or without your knowledge. This will also apply to the use of access code(s) assigned to you. You shall pay all call charges and/or usage fees incurred on account of the use of your Connection, with due observance of Article 14. You shall also vouch for anything that happens to the Hardware on the location agreed on, in as far as attributable to you.
- 10.4 The services are only meant for normal, reasonable, and personal use. This means personal use in the home (residential services) and normal business use for corporate Clients (business services). For instance, you are not permitted to make a Connection available or sell it on to third parties, whether or not against payment. You will find more information on our policy for reasonable use of the services on our website (fair use policy).
- 10.5 You shall not perform any acts, or cause them to be performed, to influence the amounts that would have been due to SETAR for the use of the Service if those acts had not been performed.
- 10.6 If telecommunications suffer nuisance from the use of the Service or Peripheral Equipment connected, you shall follow our instructions and accept the financial consequences attached. If we consider it necessary or if it appears that the arrangements in paragraphs 3, 4, and/or 5 of this Article are violated, SETAR can (temporarily) stop the Service immediately in whole or in part. In this connection, SETAR reserves the right to recover any loss from you or to report fraud that has been identified.
- 10.7 Unless SETAR has stated differently, you shall provide the electrical power necessary for the use of the Service yourself at your own expense.

## Article 11 / Availability, maintenance, and interruptions

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- 11.1 SETAR shall make an effort to provide its services in the best possible way. However, it is technically impossible to prevent every interruption or restriction of the services provided. For

instance, the use of certain Peripheral Equipment can affect the quality of the services provided.

- 11.2 SETAR can temporarily deactivate (part of) the Service for maintenance to the SETAR's Telecommunication Network and/or the Hardware. We will reduce deactivation to a minimum. If it is necessary anyway, we will notify you hereof in time -taking into account the circumstances of the case- unless this is not reasonably possible.
- 11.3 You shall report an interruption in the Service to Customer Service or cause it to be reported as soon as possible. We will investigate interruptions that have come to our knowledge and attempt to remedy it as soon as possible. You shall cooperate if it is necessary for an investigation of an interruption. If it concerns an interruption reported to SETAR, caused through no fault of your own and lasting longer than 14 consecutive days, the fixed charges will be repaid as of the date of reporting the interruption for the duration of the interruption.
- 11.4 The costs of an investigation of the interruption and remedying the interruption shall be paid by SETAR. But we can charge you these costs if the interruption has been caused due to act or neglect in conflict with the Agreement and/or these General Terms and Conditions or if the interruption has wrongly been reported. These costs can also be at your expense if the interruption has been caused by malfunctioning Peripheral Equipment or the presence of other equipment (belonging to you) that affects the Connection and/or the Service. We may agree on a different arrangement for cost apportionment with the Client.
- 11.5 If an interruption (also) extends to other clients of Connections and/or Services provided by SETAR, we also have the right to charge the attached costs to the Client from whose Network Connection the interruption is caused. This will not apply if it cannot reasonably be attributed to the Client.

## Article 12 / Liability SETAR

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- 12.1 SETAR will not be liable except in the following cases and for the amounts mentioned there. Our liability will only apply if there is damage due to attributable breach of SETAR under the law. If an event or series of events with the same cause leads to more than one claim, we shall pay the maximum amount stated with the event proportionally in respect of these claims.
- a) damage due to death or physical injury, up to an amount not exceeding Afl. 500,000.- per event;
  - b) damage due to acting in conflict with Articles 2:236 and 2:237 of the Criminal Code (legal confidentiality of telephone conversations), up to an amount not exceeding Afl. 5,000.- per event;
  - c) damage to property of the Client caused by activities related to performance of the Agreement, up to an amount not exceeding Afl. 100,000.- per event.

The exclusions and restrictions mentioned will not apply to damage on account of intent or gross negligence of management staff.

- 12.2 We will not be liable for damage not mentioned in Article 12, paragraph 1. SETAR will not be liable for indirect damage or consequential damage, such as for instance lost profit or lost savings, decreased goodwill, loss of data, penalties you have to pay third parties, trading loss, damage due to business interruption, and the like. Breach of other providers shall not be attributable to SETAR. These are for instance providers of networks and services to which SETAR's Telecommunication Network is directly or indirectly connected, or providers of content services.
- 12.3 You shall report damage as referred to in paragraph 1 of this Article to us as soon as possible but at least within 1 Month after it has been caused. Damage not reported within this period shall not qualify for compensation. This will not apply if you use the Service differently than for the practice of a profession or the conduct of a business and you are able to demonstrate that you could not report the damage in time.

## Article 13 / Liability Client

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- 13.1 You will be liable for damage caused by breach attributable to you. This damage also includes damage caused by destruction, loss, theft, or damage to Hardware on the location agreed on or the use of the Hardware in conflict with the regulations applicable to it. Damage also includes abnormal wear and tear, according to SETAR caused by misuse or careless handling.
- 13.2 You shall indemnify SETAR against claims of third parties for compensation of damage that these third parties could recover from SETAR in any way, in as far as this claim is based on the use made of the Service or how it has been used. This will apply in particular to the content of information sent and requested.

## Article 14 / Rates and charges

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- 14.1 The Client shall owe SETAR the rates determined for the services bought. The rates are listed inter alia on our website [www.setar.aw](http://www.setar.aw). The rates can consist of non-recurring amounts (for instance connection charges), monthly or other periodic amounts (for instance subscription), and usage fees (for instance costs outside the bundle). SETAR's information is decisive for the determination of the amounts you shall pay, unless you prove that our data are not correct. SETAR shall observe the due care that can be expected from us when it determines these data. The amounts shall be increased by the taxes and any other government levies applicable at the time.

- 14.2 With our invoice we can also charge you usage fees accepted at your expense and charges for your use of services of third parties (for instance content services, texting services).
- 14.3 If amounts to be paid monthly are not due for a full calendar month, 1/30 share of the monthly amount shall be charged for each day. The rates consisting of non-recurring charges can be deviated from if the creation of the Connection entails exceptional costs far above average.
- 14.4 Monthly charges due for Connections or Additional Services shall not be charged proportionally for periods in which a Connection or Additional Service has not worked for 14 consecutive days on account of other causes than referred to in Articles 10, paragraph 6, and 11, paragraph 4.
- 14.5 Monthly charges due for International Fixed Connections and National Fixed Connections shall be repaid in part on your request for periods in which they have not worked on account of another cause than referred to in Articles 10, paragraph 6, and 11, paragraph 4. In this respect, if this Connection has not worked for at least one consecutive 24-hour period, 1/8 share of the daily charges due shall be repaid per three hours. The daily charges shall be calculated as 1/30 share of the monthly amount due.

## Article 15 / How to pay

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- 15.1 The non-recurring and periodic charges referred to in Article 14, paragraph 1, shall be due as of the date on which the Service has been activated. If the service cannot be activated and this is attributable to you, the amounts shall be due as of the date on which it would have been activated if there would not have been prevention. Prevention is for instance inadequate access to the location where a Network Connection has to be installed. Usage-dependent charges shall be due as of the date on which they are billed.
- 15.2 SETAR can request prepayment of non-recurring and periodic charges. In special cases we can bill the charges in the interim. For instance in case of far above average amounts for the use of the Service in a brief period. Deviating payment conditions can apply to certain forms offered.
- 15.3 SETAR will send you a digital invoice periodically for the charges to be paid, unless agreed differently. We can send you the invoice by mail against payment of a reasonable fee. You can state what specifications offered by SETAR you want listed on the invoice. You can be charged a fee for specifications exceeding the standard specifications in accordance with the rates announced for this service. You can log in on SETAR's online portal ([www.misetar.aw](http://www.misetar.aw)) with your personal information and view inter alia user information and inspect your Services and invoices.

- 15.4 The Client shall pay the charges in the manner and within the period stated on the invoice, unless agreed differently. The period shall be at least 14 days, to be counted from the day –to be adequately announced by SETAR– the invoice has been sent by us. This minimum period will not apply to the special cases referred to in paragraph 2 of this Article. A different payment method can be agreed on for amounts due in advance.
- 15.5 If you object to the amounts billed by us, you shall submit the objections to us before the payment term of the invoice has expired. If not, we will assume that you agree to the invoice. If you use the Service differently than for the practice of a profession or the conduct of a business, SETAR will not invoke excess of this period if the objections cannot reasonably be discovered within this period. Submitting objections to an invoice does not give the Client the right to postponement of payment.
- 15.6 If you have repeatedly submitted objections to the invoice and the objections appear to be wrong every time, SETAR can charge you the costs of investigating the invoice in advance. We will notify you in advance that an investigation will be conducted.

## Article 16 / If payment is not made in time

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- 16.1 If you have not paid within the period referred to in Article 15, paragraph 4, you will be in default without any further notice of default. In that case, SETAR has the right to charge the statutory interest and collection costs as of the date on which the default has commenced. The collection costs shall amount to 15% of the outstanding principal, unless we can prove the costs to be higher, with a minimum of Afl. 100.-. In addition, SETAR can charge a fixed amount for administrative expenses.
- 16.2 If you are in default, we also have the right to deactivate the Service (in part) or to dissolve the Agreement.

## Article 17 / Providing security

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- 17.1 SETAR has the right to request the Client to provide security or a bank guarantee or a deposit, for instance when we doubt you will pay the charges, in case of lease of Hardware (Article 19, paragraph 2), if you will owe far above average amounts for usage-dependent charges or if you do not have a permanent business address or residence in Aruba. The amount of the security shall not exceed the amount you will reasonably owe in respect of a period of 6 calendar months. For Agreements of at least more than one year, a longer period can be used as a criterion.
- 17.2 SETAR can request security before the Connection is created or during the term of the Agreement. As soon as there is no need to provide security anymore, SETAR will notify the

Client that the security or bank guarantee can be cancelled, or the deposit will be refunded. No interest will be paid in respect of the deposit, security, or guarantee.

## Article 18 / Deactivation of the Service

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- 18.1 Without prejudice to our other rights, we can (temporarily) deactivate the Service in whole or in part if you do not (properly) meet an obligation under the Agreement and it justifies deactivation of the Service. You will remain obligated to pay all charges agreed on for the period the Service has (temporary) been deactivated.
- 18.2 SETAR can also proceed to deactivating the Service in whole or in part without notice of default or notification if you act in conflict with Article 10, paragraph 2, paragraph 3, paragraph 4, or paragraph 5. This also applies if you prejudice SETAR's interests in any other way to such an extent that SETAR cannot be expected to maintain the Service, or if the voice, fax, and data traffic provided by you does not have one or more of the required identification codes (notably MSISDN, IMSI, and IMEI) or has mainly been generated from a permanent location.
- 18.3 If you have to pay far above average amounts for usage-dependent fees in a brief period, SETAR has the right to block certain destinations to which above-average rates apply. They shall be blocked until you have paid or have provided security in accordance with Article 17. Whenever reasonably possible, we will notify you hereof in advance.
- 18.4 We will proceed to activating the Service again when you have met your obligations as yet within a period determined by us. You shall owe (re-)connection charges for the activation.

## Article 19 / Lease and loan for use of Hardware

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- 19.1 Hardware leased or lent to you by SETAR shall remain property of SETAR. The Hardware will only be meant to be used for the Service. The Hardware will not be leased, lent or given in use to third parties by some other title. You shall handle the Hardware with due care and not make any changes to it. You shall be responsible if damage is caused to the Hardware. The provisions in Article 5 will apply by analogy.
- 19.2 You will owe SETAR a fee as referred to in Article 14. The provisions in Article 15 will apply to the payment of the fees. We can request a deposit before the Hardware is made available to you. Upon termination of the Agreement and undamaged return of the Hardware, we will refund the deposit without interest.

- 19.3 The Hardware shall only be repaired by or on behalf of SETAR. If repair is required because you do not observe the arrangements in the Agreement, you shall pay the costs of repair or replacement.
- 19.4 Upon termination of the Agreement, you shall return the Hardware to us undamaged within one month. If you fail to do so, you will remain obligated to pay the periodic charges until the Hardware has been returned to us. If you return the Hardware damaged or have not returned the Hardware as yet 3 months upon termination of the Agreement, you shall pay SETAR the replacement value.

## Article 20 / Providing access

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- 20.1 You shall allow Hardware to be installed in and at your buildings, and also in and on land belonging to same, for a Service in those buildings or adjacent buildings, and also allow this Hardware to be maintained, changed, moved, and removed.
- 20.2 On SETAR's request, you shall trim trees and plants or cut the roots or branches hereof for the work referred to in paragraph 1, in as far as they reasonably hinder or will hinder the installation, maintenance, and operation of SETAR's Telecommunication Network. If so requested, you shall also take the necessary measures on the location where the work is performed for us to be able to properly perform the work. The staff has to be given the opportunity, if necessary, to use the Connection to make work-related calls.
- 20.3 For the work referred to in paragraph 1 you shall give the persons charged with resolving interruptions and inspecting compliance with the conditions of the Hardware access to the places where the work has to be performed. These persons shall identify themselves on your request.

## Article 21 / Providing information

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- 21.1 The Client shall give SETAR information SETAR needs to maintain the operation of the Service, including information on Peripheral Equipment connected or to be connected.
- 21.2 We will handle all information we receive from you confidentially, when we can conclude from the nature of this information that it is confidential. Name and address details as well as telephone numbers for which this has not been stipulated will not be considered confidential.

## Article 22 / How data are used

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- 22.1 SETAR will process your information, such as for instance your personal data and traffic data, when it provides services. Traffic data are inter alia data concerning data traffic, calls, duration of a call or data session, number of the Connection called. We will process these data in accordance with the law. Our privacy statement on our website gives more information on how we handle your privacy.
- 22.2 SETAR will process your information when you file an application with us, for instance to assess your creditworthiness. We keep a file of Clients whose Connection has been deactivated in conformity with Article 16 for not paying the charges in time. This file is used by SETAR and by other public telecommunication service providers for the assessment of applications for services. SETAR will notify you on your request whether and how you are listed in such a file. If you do not agree to how you are listed, you can object to it with our Customer Service.
- 22.3 SETAR can give personal data to third parties for commercial, non-commercial, and charity purposes, unless you object to it with our Customer Service.
- 22.4 SETAR can give files with personal data for printed and electronic telephone directories and directory inquiries (as referred to in Article 7) to providers of such directories and directory inquiries.
- 22.5 The specification of invoices, referred to in Article 15, paragraph 3, can state the telephone number of the Connection with which a connection has been created on the invoice of the caller, except if it has been agreed with the client of that Connection that the number will not be stated on the specified invoice of a caller. This protection will not apply to numbers for which SETAR has stated not to offer this protection. Protection will only apply to specified invoices of SETAR's Fixed Telephone Service and mobile telephone service.
- 22.6 In case of an Additional Service for caller ID, the number of the caller's Connection will be forwarded to the Connection called, unless a forwarding blocking method offered by us has been used. We may be required by law to provide the number of the caller's Connection, also if it is blocked. This will apply in any event to calls to an emergency number for public services.
- 22.7 If technically possible and while applying the procedures used for this purpose, SETAR can provide -on the request of a Client or user of a connection to a different Telecommunication Network who alleges to receive annoying calls- the name, address, place of residence and number of the Client from whose Connection the call has repeatedly been made against payment. If calls come from a Telecommunication Network of another provider, this information can only be provided if this other provider cooperates.
- 22.8 SETAR shall observe legal requirements to provide information (including personal data), such as in the context of a criminal investigation.

22.9 SETAR shall secure the confidentiality of telephone conversations with due observance of the exceptions stated by law. We are required to cooperate in wiretapping orders given with authorization in accordance with the law. You can contact the Public Prosecution Service for information on wiretapping.

## Article 23 / Term and termination Agreement

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- 23.1 The Agreement will be concluded for an indefinite period with a minimum term of 12 Months to be counted as of the date of activation of the Service, unless a different period has been agreed on with the Client in writing subject to conditions to be further determined. If not agreed differently, you can terminate the Agreement at the end of and after the minimum term. In all cases, a notice period of 1 Month will apply.
- 23.2 Notice of termination during the minimum term shall only be possible if the Client passes away. The periodic charges referred to in Article 14, paragraph 1, and all fees ensuing from the use of the Service shall be paid for the period the Service has remained active. If an Agreement is terminated, any balances still existing shall be cancelled.
- 23.3 If SETAR terminates a (form of a) Service, the Agreement for this Service shall also be terminated on the same date (as in the case of Article 9, paragraph 3).
- 23.4 Both the Client and SETAR can dissolve the Agreement if the other party fails to meet one or more of their obligations in as far as this failure justifies dissolution. If compliance is still possible, a written notice shall be sent first, except in the cases referred to in Article 18, paragraph 2, or if a reminder has already been sent. Dissolution will also be possible in case of bankruptcy or suspension of payment of the Client, unless the trustee or administrator chooses to continue the Agreement and provides adequate security for this purpose pursuant to Article 17. If SETAR dissolves the Agreement during the minimum term for a reason stated in this paragraph, the Client will remain obligated to pay the periodic charges referred to in Article 14, paragraph 1, for the rest of the minimum term.
- 23.5 If during the minimum term of the Agreement a change, move or relocation is effected and a lower monthly amount would be due than before according to the rates, the Client will remain obligated to pay the initial amount for the minimum term, unless agreed differently.
- 23.6 Upon termination of the Agreement, the Client shall give SETAR the opportunity on SETAR's first request to remove the Hardware on the location agreed on. If the Client has not given SETAR the opportunity to perform the work as yet within 1 Month upon termination of the Agreement, the Client will remain obligated to pay the periodic charges referred to in Article 14, paragraph 1, until SETAR has been able to perform the work. Costs incurred by SETAR for the termination of the services provided will be billed to the Client based on actual costs.

## Article 24 / Contract takeover

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- 24.1 The Client does not have the right to transfer the rights and obligations under the Agreement to a third party without SETAR's written consent. Conditions can be attached to the consent.
- 24.2 SETAR can transfer the rights and obligations under the Agreement to a third party in whole or in part, without further consent from the Client being required. We will notify you of such transfer as soon as possible.
- 24.3 SETAR can also choose to outsource the services provided or parts hereof to third parties. In this case, SETAR shall remain responsible for the obligations under the Agreement but they shall be met by the third party.

## Article 25 / Complaints and disputes

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- 25.1 In case of complaints or disputes concerning an Agreement, the Client shall first apply to SETAR through the (free) telephone number or mailing address stated on the invoice. We will respond to the substance within thirty days upon receipt of the complaint, unless this is not reasonably possible. In that case, we will notify you within that period -stating reasons- when you will receive the substantive response at the latest.
- 25.2 Both parties can submit disputes concerning an Agreement to the court that has jurisdiction according to the law.

## Article 26 / Applicable law and competent court

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

## Article 27 / Prescription period

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All claims based on an Agreement shall become prescribed by the lapse of 5 years, to be counted from the day following the day on which the claim has become due and payable. The prescription shall be interrupted in accordance with the rules of general law.

## Article 28 / Modification terms and conditions and rates

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- 28.1 The Agreement (including these General Terms and Conditions) and the rates can be modified by SETAR. Modifications will also apply to agreements already in effect, unless SETAR states this is not the case. Modifications will take effect 14 days after the announcement or at a later date mentioned in the announcement. If a different period is required by law, this statutory period will apply.
- 28.2 If you do not want to accept modification of these General Terms and Conditions, you can terminate the Agreement in writing as of the date on which the modification takes effect. We need to receive your notice of termination before the effective date of the modification. You cannot terminate the Agreement if the modification does not have consequences for you or is to your advantage, for instance if it concerns rate changes that, on balance, do not entail a higher rate for you.