

Conditions

Mobile Telecommunication Services

SETAR NV

Creating Connections



SETAR

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SETAR N.V. (SETAR or we/us hereinafter) provides various telecommunication services, and you, as Client, can use the services for which you have concluded an agreement with us. SETAR's General Terms and Conditions Telecommunication Services will be part of every agreement with you. Those terms and conditions contain information applicable to all services of SETAR, for instance how privacy is handled, and the use of the services. There may be additional and/or special regulations for certain telecommunication services. These additional and special regulations will then be a supplement to the General Terms and Conditions Telecommunication Services. These are the additional conditions only applicable to the Mobile Telecommunication Services of SETAR.

Article 1 / Definitions

Several terms are capitalized in these conditions. In this section, we define these terms and you can read what they mean. Sometimes a term is used that has (also) already been explained in the General Terms and Conditions Telecommunication Services.

Connection

The technical facilities to create a connection with the Mobile Network to be able to use the Service.

Additional Service

An extra facility belonging to a Mobile Telecommunication Service. It may be a service for instance for routing, building a connection, storage, or processing of data. These are add-ons, such as for instance the services "Caller ID", "Voicemail", "Texting", "Roaming", "Data".

Postpaid Connection (or: Subscription)

An agreement for a Connection for certain services, under which the charges due will be billed to the Client with an invoice.

Service

The Mobile Telecommunication Service(s) or an Additional Service.

Hybrid Connection

An agreement for a Connection for certain services for which one can use hybrid bundles for calling and data. This agreement consists in part of a Subscription and in part of a Prepaid Connection.

Client

The party, a natural person or legal entity, 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 at telephone number 139, in the SETAR shops, or in writing at the address of SETAR at Seroe Blanco 29-A, Oranjestad. For roaming information you can call +297 584-7626 (58I-ROAM).

Mobile Telecommunication Service

Mobile (or: Cellular) Telephone Service, tetra service, data service, and/or any other service offered or provided by SETAR as Mobile Telecommunication Service.

Mobile (or: Cellular) Telephone Service

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

Mobile Peripheral Equipment

Mobile transmitter and/or receiver suitable to make a connection with the Mobile Network. It concerns mobile devices to transmit, process and/or receive information, such as for instance telephones and computers.

Mobile Network

The combination of technical systems and hardware for mobile telecommunications used by SETAR to deliver the Service.

Agreement

The agreement under which SETAR provides the Service (including the Connection) to the Client. The Conditions Mobile Telecommunication Services and the General Terms and Conditions Telecommunication Services will be part of the Agreement.

Prepaid Connection

An agreement for a Connection for certain services, under which the charges due are paid by buying the prepaid credit. This agreement is not a Subscription.

SIM card

A chip card that gives the opportunity for certain Services to use a Connection.

Article 2 / Offer and Agreement

- 2.1 These Conditions Mobile Telecommunication Services are a supplement to the General Terms and Conditions Telecommunication Services of SETAR. Both conditions will apply to the Agreement and to the various forms of Connections, in as far as explicit additions or changes have not been stated elsewhere.
- 2.2 SETAR provides various forms of Connections to a Mobile Telecommunication Service that differ in rate and/or possibilities for use. SETAR can set restrictions for the creation of the Connection and the use of the Service.

- 2.3 SETAR has the right to modify these additional conditions or (parts of) the Agreement, such as the rates, for instance. It will do so in accordance with the provisions laid down for this purpose in the General Terms and Conditions Telecommunication Services. A modification will also apply to an existing Agreement.
- 2.4 All our offers are without obligation. Your application does not mean an agreement with SETAR has been concluded. A Subscription will be effected when we confirm to you that we have accepted your application. We will do so in writing or electronically. We can also mention a different way and/or time of acceptance to you. A Prepaid Connection will be effected as soon as it is used for the first time, but it is possible that something different is agreed. The Hybrid Connection is effected the way a Subscription is effected or in a different way mentioned by SETAR.

Article 3 / SIM card and Mobile Peripheral Equipment

- 3.1 If necessary for the use of the service, you will receive a SIM card from us, for instance for the Connection to the Cellular Telephone Service. The activation costs of the SIM card shall be paid by you, unless agreed differently. The SIM card will remain SETAR's property. SETAR can always exchange the SIM card in connection with a change in technical properties or technical obsolescence. We can also change the technical properties or settings of the SIM card (from a distance).
- 3.2 Security codes can be used for the SIM card, for instance for the use of and access to the Service. Information on the use of the security codes can be found in the manual delivered together with the SIM card. You shall protect the SIM card in the best possible way against unauthorized use, theft, or damage. It is important to keep the security codes secret and not keep them on or in the direct vicinity of the SIM card. You yourself are responsible for all use of the security codes.
- 3.3 The technical information on the SIM card shall not be copied, disclosed, made available to third parties, and the SIM card or the information on it shall not be manipulated in any way. The same will apply to the technical information, software, protections, and network lock (SIM lock) of the Mobile Peripheral Equipment with which you have access to the Mobile Network. A SIM lock can only be removed subject to our conditions. You shall not remove the SIM lock or have it removed without our explicit consent.
- 3.4 SETAR can take back a SIM card if it seriously suspects the SIM card to have been obtained or be used in conflict with the provisions in the Agreement (including these conditions) or its clear purpose, also if we suspect the SIM card to have been obtained or be used in any other way that is unlawful towards us.

- 3.5 If the SIM card has a technical defect, you shall notify SETAR hereof immediately and you can buy a new SIM card from us. As soon as the Agreement has been terminated, you shall disable the SIM card immediately. For instance, you can cut the SIM card in two or return it to us. We can give other instructions how to handle the SIM card in such cases.
- 3.6 In case of theft, loss, or (suspicion of) misuse of the SIM card, the security codes, and/or Mobile Peripheral Equipment, you shall promptly report it to us. You can then request us to block your subscription temporarily. We will block your subscription as soon as possible, usually on the day of your report. You can report seven days a week to our Customer Service. You shall pay the call charges and any other usage-dependent charges until your SIM card has been blocked. You shall continue to pay the subscription fee for the period your subscription is blocked.
- 3.7 A different blocking arrangement applies to Prepaid Connections. In this case, you always first have to report to the Police or in another way mentioned by us. You subsequently report to us with the official report of the Police, and you can request us to temporarily block your subscription. You can do so Monday through Saturday at our Customer Service. We will subsequently block your Connection as soon as possible. The balance of the prepaid credit will not be refunded.
- 3.8 SETAR may charge a fee if you want to end the blocking or apply for a new SIM card.

Article 4 / Charges and prepaid credit

- 4.1 The subscription fees, subscription conditions, any other amounts, and call charges will be determined by SETAR based on the pricelists. The fees and charges will apply as of the date on which the Connection has been created. SETAR's records will be binding for the determination of the amounts due, unless the Client proves that these data are not correct.
- 4.2 We can change or pricelist. We will announce changes in advance, inter alia on our website www.setar.aw. You can also request the current pricelist from Customer Service.
- 4.3 We offer you one or more possibilities to recharge your Prepaid Connection. We can determine the amounts with which you can recharge your credit. We can also change the height of the amounts with which you can recharge your credit. We will announce a change at least one month in advance. We can use other forms of credit for specific services. You cannot use the Prepaid Connection if you do not have sufficient credit to do so.

Article 5 / Use of the Service

- 5.1 You are only allowed to use the Connection and/or the Service with the mobile device suitable to be used on the Mobile Network, approved by the Department of Telecommunication

Affairs, or in accordance with applicable other statutory requirements. The consequences of the use of a device that does not comply with the above, such as any financial consequences, shall be at the Client's expense and risk.

- 5.2 If you have complaints about the functioning of the Service and SETAR's investigation shows that they are not attributable to the infrastructure, we can require you to present your equipment to us for inspection.
- 5.3 The functionalities of Mobile Peripheral Equipment may differ, and this may have consequences for the possibilities for use of the Service. We may determine that only specific Mobile Peripheral Equipment can be used for specific functionalities or Subscriptions.
- 5.4 If we establish that your mobile device and/or the use of the Service impairs the proper functioning of the Mobile Network (for instance on account of overload) and/or hinders telecommunications, we can promptly stop the Service for you (temporarily) in whole or in part. In that case, you shall follow the instructions to be given by SETAR and accept the attached financial conditions. You can apply to our Customer Service with your questions about the functioning of devices bought from us.
- 5.5 You shall vouch for all the use made of your Connection, also if it is used without your permission or without your knowledge. You shall pay all call charges and other charges incurred on account of the use of the Connection.
- 5.6 The Client of a Connection to a Cellular Telephone Service can also use the service abroad in the cases and for the forms specified by us. This use is also called roaming. The possibilities for use, quality features, and regulations of the foreign provider will apply to using the services of this provider. If you use (a) network(s) specified for a certain country, the possibilities of use, quality features, and regulations of the relevant country or network(s) will apply. When you use the foreign networks or networks of other providers, it may be possible that services do not work or are not available. We are not responsible for the quality of the relevant network. In that case you are not entitled to compensation.
- 5.7 SETAR can change the areas and providers where roaming can be used, and also the services and/or networks provided.
- 5.8 The roaming option and the attached rates and conditions can differ per form provided. (Per country and/or operator) Various rates can apply to telephone calls made and received. These rates can change constantly. You can inquire after the most up-to-date rates with Customer Service.

Article 6 / Term of the Agreement

- 6.1 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. A different period also can be agreed on in writing subject to conditions to be further determined. If not agreed differently, you can terminate your Subscription in writing before and after the minimum term through Customer Service, with a notice period of one Month.
- 6.2 A Prepaid Connection will be effected immediately for an indefinite period. You shall also recharge your prepaid credit again within a certain period after the date of the first call, and subsequently every time within another period fixed after the date of the latest recharge. We will announce the term of validity of the prepaid credit fixed by us. If you have not recharged the prepaid credit within the period stated, the remaining credit will automatically be cancelled. You cannot claim any refund or compensation in that case. You can inquire after the remaining term of validity of your prepaid credit with us.
- 6.3 If the credit of a Prepaid Connection has been cancelled based on Article 6, paragraph 2, the Prepaid Connection shall remain active for one more Month for forms of services for which you do not owe charges. If you recharge the credit as yet during that period, you can fully use the Prepaid Connection again. If you also fail to recharge it during that Month, the Agreement shall be terminated automatically. Your prepaid telephone number will then be cancelled permanently. Any remaining prepaid credit will be cancelled automatically in that case. We will not refund the credit during or after termination of the Agreement.
- 6.4 We can change the conditions and terms of validity of the prepaid credit. We will announce a change at least one month in advance.
- 6.5 The Hybrid Connection shall end when the subscription part is terminated. You can continue the Prepaid Connection as described in Article 6, paragraph 2, paragraph 3, and paragraph 4. If you terminate the Hybrid Connection, you will not receive a refund of the accrued prepaid credit, but you can use it if you continue the Prepaid Connection.

Article 7 / Properties and availability

- 7.1 The Mobile Network works by transmitting radio signals. This transmission can be affected by different factors. The differences are caused inter alia by the Mobile Peripheral Equipment used, the radio coverage of the network, the scope of the telecommunications and atmospheric circumstances. In case of Mobile Telecommunication Services, the building and/or quality of a connection cannot be the same everywhere and anytime. The quality of a connection consequently cannot be guaranteed everywhere and always.
- 7.2 If data are transmitted through the air in whole or in part (for instance in case of a Cellular Telephone Service), data can also be received by others than those for whom they are meant. Wherever the technical standards of the relevant Mobile Network provide for it, we will apply

techniques that hinder the consultation of transmitted data by third parties. However, we cannot prevent third parties from intercepting calls made or messages sent.

- 7.3 We can change the technical properties of the Service and/or the Mobile Network. We will not temporarily restrict or stop the Service without well-founded or urgent reasons.
- 7.4 SETAR can deactivate the Mobile Network in whole or in part for maintenance. We will announce this deactivation timely in advance, unless it concerns short or limited interruptions. We will investigate any interruptions as soon as possible. SETAR will make any effort to resolve the interruption as soon as possible.

Article 8 / Sale Mobile Peripheral Equipment

- 8.1 If we sell and deliver the Mobile Peripheral Equipment to you directly, the other provisions in these conditions will continue to apply by analogy.
- 8.2 SETAR's warranty scheme will apply to Mobile Peripheral Equipment sold and delivered to you directly by SETAR. If you want to invoke the (warranty) conditions of the relevant manufacturer, you can contact the manufacturer directly.
- 8.3 Mobile Peripheral Equipment sold and delivered to you directly shall remain property of SETAR as long as you have not yet paid any claim of SETAR. If you fail to pay, we can bill the balance of the subscription period immediately. This amount will include the balance of the purchase price of the equipment.
- 8.4 You shall inspect the Mobile Peripheral Equipment for defects and the correct numbers and type upon delivery. Claims concerning directly visible defects in the delivery of the products shall be submitted by you in writing to SETAR immediately, but no later than on the eighth day after the day of delivery. After this period has passed, we will assume that you have accepted the products in good condition, types and numbers agreed on.