

Proposal Mobile Solution Chippie Company 5.1

Proposal Prepaid Chippie Company 7.0 based on a 24 month contract*

Benefits:

- 10GB -80GB data bundles with voice & SMS
- The fastest LTE Data included in all our bundles
- Unlimited calling to Chippieland & UTS/LIBERTY BUSINESS fixed numbers
- Limited or unlimited calling to other local providers and also popular international destinations
- No roaming charges in Chippieland
- Possibility to add more data with DataSnacks

Devices:

- Free smartphone device for each end-user at start date
- 1-year warranty on smartphone devices

Contract:

- No activation fee
- Cost Control
- Dedicated Account Management Team
- Premium Customer Service

Liberty Business Curaçao 2024 | 20240603 RK Schoolbestuur

* Conditions laid down in the following pages

The information in this document is provided solely for the evaluation of Liberty Business proposal and should not be released to third parties

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1. Chippie Company

Costs of mobile communications can get way out of control. Now even more with the ever-increasing demand for mobile internet access and mobile applications through smartphones. Mobile communication has become vital when doing business, therefore you will not want to limit the contact with your customers, team-members or suppliers, especially keeping into account that the need and usage of mobile communication varies per co-worker.

Liberty Business designed a special suite of services consisting of minutes, SMS and data, based on the best network for mobile and data-communication in Curaçao, Bonaire, St. Maarten, St. Eustatius and Saba. This group of territories is known as 'Chippieland'.

This suite is called Chippie Company and offers:

- **Full control on costs** of calling through, other local providers and the 11 most popular international destinations.
- **Unlimited calling** to Chippieland numbers and Liberty Business fixed numbers on Curaçao.
- **Ultra-fast data** in all bundles with the fastest 4G LTE network on Curaçao.
- **An extensive rXCGe** of the latest smartphones to make the best use of the services.
- **Flexibility to choose** the right data centric bundle that fits the need of each individual user.

2. Choose the Mobile Bundle for each individual user

Liberty Business Mobile Bundles offer the following:

2.1 Local Calling Circle

The Chippie Company Local Calling Circle service consists of:

- **Unlimited² minutes** to call all Chippie users in Chippieland and Liberty Business and Liberty Business fixed phone-users and Liberty Business and Liberty Business users in Curaçao, when being in homeland or in one of the Chippieland destinations.
- Depending on the selected bundle, this service also offers **limited or unlimited amount of minutes²** to call other local mobile and fixed line providers and also to 11 popular international fixed line and mobile numbers in Aruba, The Netherlands, USA, Colombia, Venezuela, Dominican Republic, China, India, Puerto Rico, Canada, Portugal.
- **Unlimited SMS³** to send SMS to all Mobile numbers in the world.
- **Ultra-Fast LTE data** is included in your bundle to stream, surf and check your emails anytime anywhere while traveling in Chippieland.

2.2 Selection of Chippie Mobile Bundle

Mobile Device models are constantly changing and in order to be able to provide a smartphone device included in the bundles, Liberty Business has the right to provide the indicated device model or similar device model with the bundle.

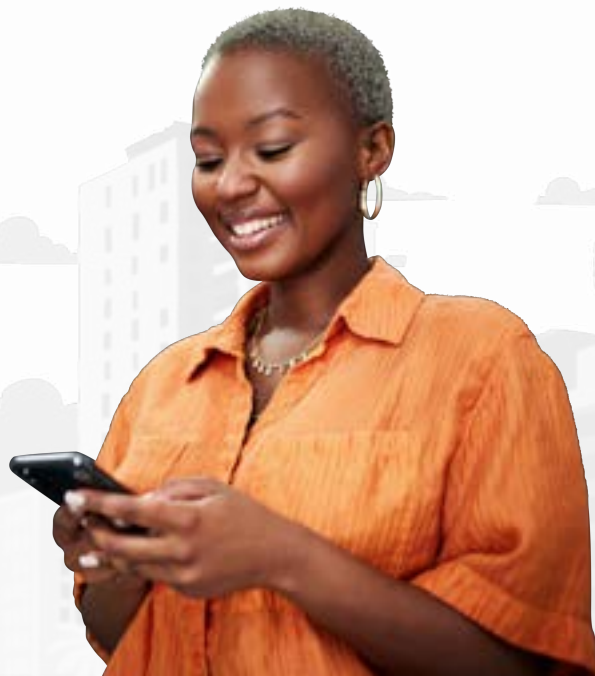
¹ Chippieland countries are subject to change. For current Chippieland countries please check <https://business.libertycaribbean.com/>

² Fair Use Policy of 10.000 minutes in total per month is applicable. Short numbers cannot be called with the bundled minutes; customer need to have credit on core balance to be able to call short numbers.

Bundle content	Device	Monthly Fee Incl. OB	
Bundle 1: Chippie Start with 12GB Data			
<ul style="list-style-type: none"> • 10GB LTE Data with Rollover⁷ • 2GB Dedicated Data⁸ for Facebook & Whatsapp • Unlimited WhatsApp text • Unlimited minutes¹ to Chippie numbers in Chippieland and Liberty Business and Liberty Business Fixed numbers in Curacao (Calling Circle) • 100 minutes¹ to other local mobile & fixed numbers, and popular international⁴ destinations. • Unlimited SMS³ to the world 	Included: Samsung Galaxy A06-128GB or equivalent device	XCG 82.00	-----x
	Upgrade your mobile device and pay in 4 installments:		
	Upgrade to Samsung Galaxy S25Fe -256GB	XCG 350.00	-----x
	Upgrade to Samsung Galaxy S25-256GB	XCG 400.00	-----x
	Upgrade to Samsung Galaxy S25 PLUS 256GB	XCG 450.00	-----x
	Upgrade to Samsung Galaxy S25 Ultra-256GB	XCG 575.00	-----x
	Upgrade to Iphone 17-256GB	XCG 485.00	-----x
	Upgrade to Iphone 17-512GB	XCG 610.00	-----x
Upgrade to Iphone 17 Pro Max 256GB	XCG 750.00	-----x	
Deposit for Bundle: XCG 150.00			



Bundle content	Device	Monthly Fee Incl. OB		
Bundle 2: Chippie Silver with 45GB Data				
<ul style="list-style-type: none"> • 30GB LTE Data with Rollover⁷. • 15GB Dedicated Data⁹ for Facebook & Whatsapp. • Unlimited WhatsApp text. • Unlimited minutes² to Chippie numbers in Chippieland and Liberty Business and Liberty Business fixed numbers in Curacao (Calling Circle) • Unlimited minutes² to other local mobile & fixed numbers, and popular international⁴ destinations. • Unlimited SMS³ to the world. 	Included: Samsung Galaxy A36-128GB or equivalent device	XCG 103.00	-----x	
	Upgrade your mobile device and pay in 4 installments:			
	Upgrade to Samsung Galaxy S25Fe -256GB	XCG 275.00	-----x	
	Upgrade to Samsung Galaxy S25-256GB	XCG 300.00	-----x	
	Upgrade to Samsung Galaxy S25 PLUS 256GB	XCG 350.00	-----x	
	Upgrade to Samsung Galaxy S25 Ultra-256GB	XCG 485.00	-----x	
	Upgrade to Iphone 17-256GB	XCG 385.00	-----x	
<ul style="list-style-type: none"> • 480GB one-time additional data⁹ with unlimited rollover during the contract period. 	Upgrade to Iphone 17-512GB	XCG 525.00	-----x	
	Upgrade to Iphone 17 Pro Max 256GB	XCG 660.00	-----x	
Deposit for Bundle: XCG 250.00				



Bundle content	Device	Monthly Fee Incl. OB	
Bundle 3: Chippie Gold with 70GB Data			
<ul style="list-style-type: none"> • 50GB LTE Data with Rollover⁷. • 20GB Dedicated Data⁸ for Facebook & Whatsapp. • Unlimited WhatsApp text. • Unlimited minutes² to Chippie numbers in Chippieland and Liberty Business and Liberty Business fixed numbers in Curacao (Calling Circle). • Unlimited minutes² to other local mobile & fixed numbers, and popular international⁴ destinations. • Unlimited SMS³ to the world. 	Included: Samsung Galaxy A56-256GB or equivalent device	XCG 145.00	-----x
	Upgrade your mobile device and pay in 4 installments:		
	Upgrade to Samsung Galaxy S25Fe -256GB	XCG 250.00	-----x
	Upgrade to Samsung Galaxy S25-256GB	XCG 275.00	-----x
	Upgrade to Samsung Galaxy S25 PLUS 256GB	XCG 335.00	-----x
	Upgrade to Samsung Galaxy S25 Ultra-256GB	XCG 450.00	-----x
	Upgrade to Iphone 17-256GB	XCG 350.00	-----x
<ul style="list-style-type: none"> • 1080GB one-time additional data⁹ with unlimited rollover during the contract period. 	Upgrade to Iphone 17-512GB	XCG 485.00	-----x
	Upgrade to Iphone 17 Pro Max 256GB	XCG 625.00	-----x
Deposit for Bundle: XCG 300.00			



Bundle content	Device	Monthly Fee Incl. OB		
Bundle 4: Chippie Diamond with 100GB Data				
<ul style="list-style-type: none"> 70GB LTE Data with Rollover⁷. 30GB Dedicated Data⁸ for Facebook & Whatsapp. Unlimited WhatsApp text. Unlimited minutes² to Chippie numbers in Chippieland and Liberty Business and Liberty Business fixed numbers in Curacao (Calling Circle). Unlimited minutes² to other local mobile & fixed numbers, and popular international⁴ destinations. Unlimited SMS³ to the world. 	Included: Samsung Galaxy S25FE-256GB or equivalent device	XCG 197.00	-----x	
	Upgrade your mobile device and pay in 4 installments:			
	Upgrade to Samsung Galaxy S25-256GB	XCG 75.00	-----x	
	Upgrade to Samsung Galaxy S25 PLUS 256GB	XCG 125.00	-----x	
	Upgrade to Samsung Galaxy S25 Ultra-256GB	XCG 175.00	-----x	
	Upgrade to Iphone 17-256GB	XCG 215.00	-----x	
<ul style="list-style-type: none"> 1200GB one-time additional data⁹ with unlimited rollover during the contract period. 	Upgrade to Iphone 17-256GB	XCG 335.00	-----x	
	Upgrade to Iphone Pro Max 17-512GB	XCG 485.00	-----x	
Deposit for Bundle: XCG 350.00				

¹ Fair Use Policy of 10,000 minutes in total per month is applicable. When the End-user reaches the indicated Fair Use minutes he/she will receive a warning SMS message indicating that they have reached the Fair Use Policy and that if this behavior continues that Liberty Business reserves the right to take appropriate steps ranging from alerting the customer to discontinuing the service to ensure its other customers are not affected and to equally ensure the relevant customer's quality of service. Short numbers cannot be called with the bundled minutes; the appointed user needs to have credit on core balance to be able to call short numbers.

² Amount of minutes per month as indicated otherwise with a maximum of 1000 minutes per month to other local suppliers or international destinations.

³ Fair Use Policy of 3000 SMS per month.

⁴ Popular international destinations (for fixed and mobile numbers in) are; Aruba, The Netherlands, USA, Colombia, Venezuela, Dominican Republic, China, India, Puerto Rico, Canada and Portugal.

⁷ Unlimited Data rollover applicable.

⁸ No rollover applicable.

⁹ One-time additional data is valid during the contract period of 24 months with a monthly rollover. On the 24th month, the remaining data (if applicable) will no longer rollover and remaining data will be forfeited. The one-time data rollover is only applicable for End-user who applied before this contract is executed and not applicable for any additional End-users added to this contract during the contract period.

2.1.1. Upgrade of LTE smartphone** device

Liberty Business offers the option to upgrade the current LTE smartphone devices to be used under this contract for another brand or model, especially selected to enhance the use of the services offered. Liberty Business offers the latest brand and models of LTE smartphones, which can be selected for Customer appointed end-user under the contract. Upgrade to an LTE smartphone device can be purchased based on a monthly fee at the start of this contract, thereafter on basis of a one-time purchase fee.

- The upgrade devices as mentioned in sections 2.1 are offered on basis on a payment of 4 installements for smartphones, tariffs are based on a two (2) year contract, pricing includes OB.
- 1-year standard manufacturer warranty on mobile devices is included, serviced by a third party. This limited warranty is not transferable and temporary replacement is not included.
- When adding new end-users during the contractual term, smartphones can only be purchased based on a one-time fee. Amount to be paid on a one-time fee will be indicated by Liberty Business upon request.

** Devices are subject to change. Check with the Account Manager on the availability of the devices upon signing the contract.

2.1.2. Additional Data with Chippie Company Subscriptions

In case an end-user of a prepaid service under this contract runs out of data before the end of the month on under this contract, he/she has the option to purchase additional data with Liberty Business #DataSnacks listed hereunder.

Bundle Name	Price including OB	Quota	Duration	SMS code to 3434
chco day 150	XCG 4.99	150 MB	Valid 1 days	CHCOD150
chco 3 day 400	XCG 9.99	400 MB	Valid 3 days	CHC03D400
chco week 1000	XCG 22.00	1000 MB	Valid 7 days	CHCOW1000
chco month 750	XCG 32.00	750 MB	Valid 30 days	CHCOM750
chco month 3000	XCG 56.00	3000 MB	Valid 30 days	CHCOM3000
chco month 6000	XCG 94.00	6000 MB	Valid 30 days	CHCOM6000

Activation also applicable via the Top Up Liberty Business app. Prices are including OB.

2.1.3. Roaming with Mobile Bundles

Need to travel abroad for work? The following Chippie Company bundles can be activated by an end-user for specific destinations, bundles contain Voice Minutes, SMS, and Data:

Bundle	1 - Day Plan	7 - Day Plan	Activation:
Destinations	USA, Aruba & The Netherlands	USA, Aruba & The Netherlands	Only applicable through Top Up Liberty Business app. For more information visit: https://discoverLibertyBusiness.co/curacao/chippie/roaming/overview
Data	250MB	1.5 GB	
Minutes	30 minutes	75 minutes	
SMS	Free	Free	
Price	XCG 5.99	XCG 39.99	

It is necessary that sufficient funds on the core balance of the device used is available to activate these bundle(s).



Roaming providers applicable for the above roaming bundles are:

- USA (T-Mobile - AT&T)
- Aruba (Setar)
- The Netherlands (KPN - T-Mobile-Vodafone-Tele 2)
- Caribbean* (Liberty Business)

3. SERVICE AND SUPPORT

3.1. Customer support

During Business hours the Liberty Business Contact Center can be reached through the contact number is 9332. Business hours are between 8:00 and 17:00 on workdays.

3.2. Warranty Procedure Devices

Liberty Business offers 1-year standard manufacturer warranty on mobile devices purchased, subject to the devices being serviced by an Liberty Business Authorized Service Agent

- The mobile device is under a manufacturer's warranty of 12 months from the date the device was received by the customer/end-user.
- Device warranties are not transferable from one customer to another.
- This warranty covers manufacturing defects only and does not cover the following:
 - ✓ A device that has an expired warranty term.
 - ✓ Products with removed or altered serial number.
 - ✓ Products with modifications from un-Authorized Service Centers.
 - ✓ Products with damage caused by inadequate and/or incorrect use (based on the service manual) or with exterior damage (dents, cosmetic damage, scratches, water damage or food inside the unit).
 - ✓ Products with damage caused by installation, repair, or reinstallation from un-Authorized Service Centers.
 - ✓ Products with damage due to transportation by the customer.
 - ✓ Products with damage caused by loss or accidents such as fires, power/voltage fluctuations, vandalism, water, sand, insects, or other foreign substance.
 - ✓ Products with damage caused by natural calamities such as earthquakes, hurricanes, flooding, electrical storms, etc.
 - ✓ Low brightness on screen due to normal aging in the screen tube, lamp, or burnt images.
 - ✓ Data back-up or problems caused by software installed or downloaded after purchase, effected by third party software installation.
 - ✓ Accessories: batteries, chargers, USB Cable and Headset.

- A defective device under warranty will be either repaired or replaced at no charge (the decision repair/replacement will be made by the manufacturer’s agent on a per case basis), in case the product proves to be defective as a result of improper material or workmanship (manufacturing defects).
- Replacement of the device during the warranty period is not mandatory during the repair of the issue, as the manufacturer’s agent decides if replacement of the device is required to solve the indicated issue.
- The Authorized Service Center needs 24- 48 hours to diagnose the issue of the device. After the indicated time, the Authorized Service Center can initiate the repair process that is required.
- Repair time is dependent on the issue; the Authorized Service Center will indicate the period required for the repair.
- Customer should maintain a separate backup of the content of its storage media, remove all personal information that should be protected and disable all security passwords before submitting the device for warranty service at the Authorized Service Center. This includes disabling “Find my iPhone / iCloud “ or any similar application where the customer credentials are required.
- Not the Authorized Service Center and neither Liberty Business will be responsible for loss of data (from the device) during the repair process.
- Following warranty service, the device or a replacement device will be returned to the customer with the configuration reset to factory settings. The customer will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty.

Procedure for warranty claim on mobile device

The End-user under this contract who has a warranty claim is to visit the Liberty Business Store at Colon (Otrabanda near CMC) between 8:00AM-12:30PM and 1:30PM - 4:00PM (on Business Days) with the mobile device, including the original box and the Liberty Business delivery receipt of the device in case of an issue.

Liberty Business personnel will determine if the issue is based on the services provided or the device itself. In case of a device issue and the device is still under warranty, the end-user will be referred to one of the Authorized Service Centers subject to device model.

3.3. Check bundle balance via Top Up Liberty Business App

All Chippie Company End-users can make use of the Top Up Liberty Business app to view their remaining balances and also activate Datasnacks if they require this. The Top Up Liberty Business app is downloadable through Google Play and Apple Playstore.

3.4. Invoicing

Liberty Business will submit to the Customer monthly invoices under this contract from the date the services are provided, on a proportionate basis if applicable. Although Liberty Business shall

specify the invoice as far as possible, the full monthly fee and all other fees and costs applicable must be paid in full at all times within the payment term as mentioned on the invoice.

Customer can monitor invoices and outstanding payments due under this contract by using the Invoice Account number when:

- i) Accessing this link to check your invoices: <https://new.miuts.cw/register/business> and accessing this link to be able to check your outstanding amounts: <https://outstanding.uts.cw/>
- ii) Sending an SMS message to number 1122, using the Invoice Account number of this Agreement (at a charge of XCG. 0.25)
- iii) Calling Liberty Business Service Centre 9332 (free number for Chippie mobile).

4. ADDITIONAL INFORMATION

4.1. Applicable terms and conditions

- Unless explicitly stated otherwise, all prices in this document are in XCG, inclusive OB; prices are subject to change.
- Validity of this offer: 10 business days and the prices are due to confirmation.
- This Agreement will be effective for two (2) years.
- A completely filled in and signed customer information sheet is part of this Agreement.
- Upgrades of bundles and/or new mobile numbers issued under this Agreement are subject to price and/or product changes.
- The territory for this proposal and for the contract if executed by the customer and Liberty Business is Curaçao (the "Territory").
- The stipulations of the Service Agreement for Mobile Voice and Data Products & Services **(T&C)** are applicable to this Contract and are hereto attached as **Appendix 1**.
- In case of a conflict between a stipulation in this contract and a stipulation in the T&C, the stipulation in this contract shall supersede.

Chippie Company:

- The entity entering the contract for Chippie Company (CHCO) will become account holder and will be owner of all prepaid accounts and SIM cards with accompanying mobile numbers that are subscribed under the CHCO service. The entity acknowledges that it is to inform its appointed end-users about this. The mobile numbers are issued by way of an exclusive but limited right of use.
- The CHCO SIM cards issued under the contract may only be used in combination with the type of mobile device for which they are intended. It is not allowed to use the CHCO SIM in a so called GSM dialer or comparable device.

- The CHCO service is subject to a Fair Use Policy (FUP) of maximized voice minutes /SMS messages per month as laid down in the service contract. For calls to Chippie numbers in Chippieland and Liberty Business fixed numbers in Curaçao a FUP of 10.000 minutes per month is applicable. Depending on the bundle there is an amount of minutes per month for calls to other local mobile, other fixed numbers and selected international providers. Calls to other destinations as indicated in the bundles or when the number of minutes per month has been reached the regular applicable prepaid rates per minute are applicable for prepaid End-users and will be deducted from the core balance of the SIM Card. When the FUP of 3.000 SMS messages per month has been reached the regular applicable prepaid rates per SMS are applicable for prepaid End-users and will be deducted from the core balance of the SIM Card.
- Short numbers and other destinations not mentioned in the bundle descriptions are not part of the bundled minutes; end-users needs to have credit available on the core balance to be able to call these destinations. A Chippie Company end-user cannot use the Premium SMS services as those are blocked on the CHCO SIMs.
- In case an end-user experiences no credit on his/her account before the end of the month, a recharge with a Chippie call credit is needed in order for him/her to be able to make calls.
- By signing this proposal and the service agreement for Business mobile voice and data, the Customer confirms to have read and understood the general terms & conditions (as attached in Appendix 1), and Customer warrants that that it shall inform all end-users it appoints under this contract, that the services hereunder provided to them are governed by these terms and conditions.

4.2. Service fees & charges applicable

- Payment is possible by recurring bank transfer.
- Deposit for CHCO bundles: 5-10 subscribers XCG 500.00, 11-50 subscribers XCG 1,000.00, 50 or more subscribers XCG 1,500.00;
- Changes during the contracting terms: end-user subscriptions can only be terminated before the end of the contractual term through Customer forfeiting a penalty/cancelation fee. The cancelation fee is based on the amount of months left (services and payments for device) until expiry of the contractual term. For all other changes (end-user change, package change, change of address, or any administrative change) a service charge of XCG 25, payable by the Customer to Liberty Business is applicable. Before an end-user (i.e. SIM Card) is removed from the Chippie Company contract, the end-user will have to consume all available balance at that time (whether voice or data) otherwise it will be lost.
- For the end-user to check on his/her balance on their SIMs: voice, SMS and data balance: Send SMS CHCO INFO to 3434 or download the Top Up Liberty Business App.
- Programming of the phones and SIM cards into the profiles is free of charge at the start of this contract.
- End-users can add regular pre-paid credit with a Chippie card, via an MCB ATM or via MCB at home. Regular prepaid rates are applicable for voice and SMS when allowed limits have been reached. End-users under the contract not being provided data services can add prepaid data packages (DataSnacks) for 1, 3, 7 and 30 days.

- The SIM cards issued to end-users under this contract are assigned a Curaçao 5999 5xx xxxx number.
- Customer must appoint a contact person who is authorized to request chXCGes under the contract
- Questions, chXCGe requests or other questions can be sent your request to
- <https://Liberty Businessbusiness.co/curacao/form/help-business>
- **Payments:** Customers are kindly advised to follow the three steps below to ensure that their payments can be correctly processed:
 1. Verify with your bank if the payments are transferred to the correct bank account number(s) mentioned on the Liberty Business invoice.
 2. If you have more than one account, make one payment per account (no bulk payment). Please use a new payment template for each account number for online banking. In case of a high number of account numbers, one large payment can be made. However, the following requirements need to be met: The payment is made at least ten business days before the invoice due date; The proof of payment accompanied by a payment specification (list of amounts and account numbers) should be e-mailed to UTS-Accounting@cw.com on the same date as the payment took place.
 3. Always use only the Liberty Business account number of the contract as a reference number when making invoice payments, especially when using a payment template. Please do not add any other numbers, text, or symbols. The contract's account number is printed at the top right of the Liberty Business invoice. That number is to be filled out in the field named "Customer number at beneficiary" on the payment template used.
- **Disconnections:** In case of disconnection of services provided under this contract due to non-payment of invoices on the indicated due date, a reconnection fee is applicable. The reconnection fee for this CHCO contract is: 5-10 subscribers XCG 200.00, 11-50 subscribers XCG 400.00, 50 or more subscribers XCG 700.00.

4.2. Delivery process:

- Delivery-time: according to the contract, after signing the contract. Note that during this period no chXCGes can be made on the end-user base. All end-user numbers that applies for the Chippie Company must be migrated to the Chippie Company service at the same moment. Liberty Business subscribers will – before becoming end-users under this contract – have to consume all available balance on their SIMs, whether voice or data, before migrating to Chippie Company.
- Additional requests for new end-users can be added after the service is activated.
- Delivery of the mobile service Profile SIM cards and phones (if applicable) takes place after the Customer has signed a delivery note.
- Installation and programming of the services will be performed during regular business hours.
- **Note:** only upon presentation of the received delivery note and IMEI number list, the 1-year warranty on mobile equipment issued can be granted.

5. SIGN OFF SHEET

Undersigned, who declares to be authorized to represent the company below hereby gives Liberty Business the order to deliver and carry out this document , with proposed products and services and declares to have read and agrees with the attached Terms and Conditions. Please return the completed contract - including the signed Terms and Conditions - to the Liberty Business Account Manager.

Date: _____/_____/2026

Antelecom NV (dba Liberty Business)

Signature:

XXXXXXXX

Date: _____/_____/2026

Company: _____

Signature:

Name: _____

Title: _____

Note: In order to accept a request for service, Liberty Business must receive:

- This contract filled and signed together with the sign up sheet;
- A recent (not older than 6 month's) copy of the customer's registration at the Chamber of Commerce;
- Copy ID of the Company's representative.



APPENDIX 1: SERVICE AGREEMENT FOR MOBILE VOICE & DATA PRODUCTS & SERVICES

(Dated August 8, 2023)

Customer and Provider hereby agree to the following:

Article 1. Definitions:

The following terms have this meaning in this Agreement, terms not defined herein shall have their normal and customary meaning in the industry:

"Acceptable Use Policy": means the stipulations in Provider's policy published on <https://Liberty Businessbusiness.co/curacao/acceptable-use-policy>, which are integral part of the terms and conditions laid down herein.

"Agreement": the service agreement for mobile voice and/or data entered into between Provider and Customer.

"Chippieland": the territories which are part of 'Chippieland' as published on Provider's website. It is understood that the territories which are part of 'Chippieland' can vary during the term of the Agreement and that the then current description will be leading.

"Connection": the possibility to make use of Provider's network by means of a suitable mobile device including SIM card.

"Contract Period": the initial contractual term as described under 'Contract period' in the Information Sheet of this Agreement.

"Closed User Group": a closed group of users as described in the Information Sheet.

"Calling Circle": is a service that gives End-users the possibility, while being within Chippieland during call time, to call unlimited (subjected to provider's fair use policy) within the bundle;

- 1) all the Chippie mobile numbers that are during call time within the Chippieland mobile network of UTS; and
- 2) to call all UTS Fixed line network numbers in Curacao.

"Customer": the proprietorship, partnership or legal entity identified under 'Customer Information' in the Information Sheet of this Agreement.

"Delivery Note": document that is signed by Customer upon receipt of the devices received.

"End-user": means the natural person who uses and/or accesses the Services contracted by the Customer under the Agreement.

"Fair Use Policy": (FUP) are rules applied by Provider that restrict the ways in which the mobile network and/or the services may be used and sets guidelines as to how the mobile network and/or the services are commonly used. This Agreement is subjected to a FUP of 3.000 minutes per month and 3.000 SMS per month.

"Fixed Lines": fixed phone lines.

"Information Sheet": means the document (also referred to as Service Order Form) signed by the Customer, wherein the Customer is identified and Customer's choices for products and services are laid down with binding effect.

"Multi End-user service agreement": means the agreement pursuant to which Provider provides certain Services to the Customer, and issues to the Customer for that purpose a number of devices and allows the use of mobile numbers on those devices. Those devices will then be handed by Customer to third parties, selected by Customer for business purposes. Said third parties will then – by using said devices – be End-users of the Service(s) provided under the Multi End-user agreement, able to use and access the Services provided under that agreement, always and unconditionally at Customer's risk and expense.

APPENDIX 1: SERVICE AGREEMENT FOR MOBILE VOICE & DATA PRODUCTS & SERVICES

(Dated August 8, 2023)

“Other Local Mobile Operators”: other operators of mobile telecom services located in the Territory.

“Price”: the Fee(s)/Cost(s) for the Service(s) and/or Product(s) as described in the Information Sheet of this Agreement.

“Privacy Statement”: Provider’s privacy statement as published on Provider’s website: <https://LibertyBusinessbusiness.co/curacao/privacy-policy>.

“Products”: the product(s) as elected by Customer under this Agreement as specified in the Information Sheet.

“Provider”: the provider as indicated in the Information Sheet of this Agreement.

“Services”: the service(s) as elected by Customer under this Agreement as described in the Information Sheet of this Agreement.

“SIM Card”: a physical SIM Card, or as the case may be: an e-SIM, provided by Provider.

“Territory”: the territory as described in the Information Sheet of this Agreement.

“Warranty Period”: the period described in article 7.3 of this Agreement.

Article 2. Customer declares, acknowledges and warrants

Customer hereby declares and warrants:

- i. the information it provided in the Information Sheet of this Agreement to be correct and truthful.
- ii. That it is a business Customer and will use the Services/Products provided under this Agreement for business purposes;
- iii. That it agrees with all herein mentioned conditions and the Fair Use Policy applicable to the Services/Products provided under this Agreement and that it will impose

these conditions, including the privacy stipulations, on its Users;

- iv. That Customer will be solely responsible for the obligations arising out of this Agreement, including but not limited to payment of the Price of the Services and/or Products described in the Information Sheet, regardless of the User thereof and the use thereof.
- v. That Customer is fully liable and responsible for any and all costs related to (the use of) the telephone number it enlists for End-Users or a Closed User Group or Friend and Family Service and that Customer will be solely responsible therefore, regardless of the End-users use thereof.
- vi. That Customer is fully liable and responsible for any and all costs related to (the use of) the Services by End-users appointed by Customer, or by third parties with or without Customer’s consent.
- vii. That Customer accepts that it is not allowed to downgrade the Services nor the number of End-users whom have been appointed by Customer.
- viii. That End-users shall not act in breach of the Acceptable Use Policy.

Article 3. Multi End-user service agreement

3.1 Under the Chippie Company services agreement, which is a Multi End-user service agreement, which is always part of the Agreement, Customer can be provided by Provider with a rXCGe of telephone/mobile numbers and Services and Customer is entitled to appoint any person as End-user of such telephone/mobile numbers and Services.

3.2. Customer accepts that he/she is to inform any one of the End-users he/she appoints under the Multi End-user service agreement, that the Services provided to those End-users under that agreement are governed by these terms and conditions.

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- 3.3. Customer accepts that any and all Fees arising under a Multi end–user service agreement shall be paid by Customer to Provider irrespective of Customer having or not having agreed to the use or access of the Services that gave rise to the Fees.
- 3.3. If Customer is provided a series of mobile numbers under a Multi End-user service agreement Provider shall list, if Customer so desires, those numbers in the (next issue of the) Provider’s telephone guide during the term of the Multi end-user service agreement.
- 3.4. Provider is entitled, if he so requests from Customer in writing, to be submitted by Customer within one week after Customer’s receipt of that request, the identities and addresses of any one third party appointed by the Customer as End-user under Customer’s Multi End-user service agreement. Customer’s refusal of such request shall entitle Provider to suspend or terminate the Multi End-user service agreement effective between the Parties without Customer becoming entitled to any compensation or rebate.
- 3.5. Customer acknowledges and accepts that suspension or termination of a Multi End-user service agreement entitles Provider to stop providing the Services to all equipment and all numbers issued under that agreement.
- 3.6. Customer acknowledges and accepts that termination of a Multi End-user service agreement entitles Provider to cancel all numbers issued under that agreement without Customer and without Customer’s appointed end-users under that agreement becoming entitled to any kind of compensation.
- 3.7. Notwithstanding Clause 3.6 the person who has opted to access the Services provided under a Multi End-user service agreement, thereby becoming End-user under that agreement but therein using a number that Provider issued to him/her under another agreement, will be able to keep

these conditions, including the privacy stipulations, on its Users;

- iv. That Customer will be solely responsible for the obligations arising out of this Agreement, including but not limited to payment of the Price of the Services and/or Products described in the Information Sheet, regardless of the User thereof and the use thereof.
- v. That Customer is fully liable and responsible for any and all costs related to (the use of) the telephone number it enlists for End-Users or a Closed User Group or Friend and Family Service and that Customer will be solely responsible therefore, regardless of the End-users use thereof.
- vi. That Customer is fully liable and responsible for any and all costs related to (the use of) the Services by End-users appointed by Customer, or by third parties with or without Customer’s consent.
- vii. That Customer accepts that it is not allowed to downgrade the Services nor the number of End-users whom have been appointed by Customer.
- viii. That End-users shall not act in breach of the Acceptable Use Policy.

Article 3. Multi End-user service agreement

- 3.1 Under the Chippie Company services agreement, which is a Multi End-user service agreement, which is always part of the Agreement, Customer can be provided by Provider with a rXCGe of telephone/mobile numbers and Services and Customer is entitled to appoint any person as End-user of such telephone/mobile numbers and Services.
- 3.2. Customer accepts that he/she is to inform any one of the End-users he/she appoints under the Multi End-user service agreement, that the Services provided to those End-users under that agreement are governed by these terms and conditions.

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- 3.3. If Customer is provided a series of mobile numbers under a Multi End-user service agreement Provider shall list, if Customer so desires, those numbers in the (next issue of the) Provider's telephone guide during the term of the Multi end-user service agreement.
- 3.4. Provider is entitled, if he so requests from Customer in writing, to be submitted by Customer within one week after Customer's receipt of that request, the identities and addresses of any one third party appointed by the Customer as End-user under Customer's Multi End-user service agreement. Customer's refusal of such request shall entitle Provider to suspend or terminate the Multi End-user service agreement effective between the Parties without Customer becoming entitled to any compensation or rebate.
- 3.5. Customer acknowledges and accepts that suspension or termination of a Multi End-user service agreement entitles Provider to stop providing the Services to all equipment and all numbers issued under that agreement.
- 3.6. Customer acknowledges and accepts that termination of a Multi End-user service agreement entitles Provider to cancel all numbers issued under that agreement without Customer and without Customer's appointed end-users under that agreement becoming entitled to any kind of compensation.
- 3.7. Notwithstanding Clause 3.6 the person who has opted to access the Services provided under a Multi End-user service agreement, thereby becoming End-user under that agreement but therein using a number that Provider issued to him/her under another agreement, will be able to keep.
- 3.8. Breach of Section 8 (Code of Acceptable Use) by an End-user under a Multi End-user service agreement shall qualify as Customer's breach under the Agreement.
- 3.9. In case Provider reactivates the Services provided under a Multi End-user service agreement after services under such agreement were suspended by Provider for cause, Provider shall be entitled to a reactivation Fee amounting to XCG 50,- per number connected under that agreement.
- 3.15. For expansion of Services provided under a Multi End-user service agreement, as a whole or in relation to a specific number issued under such agreement, Provider shall be entitled to compensation.

Article 4. SIM card

- 4.1. Customer acknowledges that an active SIM Card is required i) to make a connection to Provider's mobile network with its mobile device, such as but not limited to, its mobile handset, tablet or dongle, and ii) use the elected Services. It is the sole responsibility of Customer appointed End-Users to keep the SIM Cards issued under the Agreement active at all times during the term of this Agreement and any extension thereof.
- 4.2. The SIM Card will remain active:
- i) If Customer chooses 'post-paid' Service(s): during the term of the Agreement if Customer complies with his/her obligations under the Agreement. The SIM Card and the phone number that is dedicated to the SIM Card will expire when the Agreement is terminated or cancelled.
 - ii) If Customer chooses 'pre-paid' Service(s): as long as End-user has a) a minimum balance of XCG. 0,01 on his/her SIM Card and b) Customer recharges the SIM balance every two (2) months. Customer acknowledges that credit not used within two (2) months will expire and be forfeited. The SIM Card and the phone number dedicated to the SIM Card will expire in the event the balance is not recharged within four (4) months.
- 4.3. Provider reserves the right to re-issue Customer's phone/mobile number dedicated to the SIM Card, to a third party when the SIM Card and the phone number dedicated thereto are expired.
- 4.4. The SIM Card may only be used in combination with the type of mobile device for which it is intended. The SIM Card will have a registration number which enables

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Provider to register the technical properties and/or settings of the SIM Card provided to the Customer.

Provider reserves the right to change the technical properties and/or settings of the provided SIM Card.

- 4.5 Customer acknowledges it is its sole responsibility to obtain a mobile device and/or a SIM Card that will support the Services chosen by the Customer.
- 4.6 Customer acknowledges it might not be able to use (part of the) elected Services when the SIM Card becomes inactive and/or the acquired mobile device does not support the elected Services. Customer acknowledges this will not constitute a ground for cancellation and/or termination of this Agreement and it will remain responsible for the payment of the (monthly) Price as specified in the Information Sheet.

Article 5. Price and payment

- 5.1. The monthly Price shall be invoiced by Provider to the Customer and shall be fully payable by Customer in addition to:
- i) Costs of Out of Scale and Scope calls*
 - ii) Costs of Out of Scale and Scope SMS*
 - iii) Costs of Out of Scale and Scope data traffic*
- *Out of Scale and Scope are all calls, SMS and data traffic that fall outside the bundle of the elected service(s) as described in the Information Sheet such as for example voice and data roaming costs or costs for calls and SMS that fall outside of a Closed User Group or Calling Circle or Friends & Family.
- iv) Any other applicable costs and rates, such as but not limited to, (re)installation fees, deposit, sales tax;
 - v) Costs for other and/or additional services/products of the Provider.
- 5.2 The amounts due must be fully paid within the payment term as mentioned on the invoice. Provider shall be entitled to 18% interest per annum on outstanding amounts not paid within the payment term plus collection costs.

In case of late payment, interest will be charged on the outstanding amount. A fine can be imposed as well. In case a service is disconnected and needs to be reconnected, reconnection fees can also be charged. All judicial and extrajudicial collection fees and costs resulting from non-payment will be for the customer's account.

- 5.3 Provider is entitled to require payment of certain fees or costs in advance.
- 5.4 Provider reserves the right to require payment of a deposit or require Customer to issue an irrevocable letter of credit or other form of security acceptable by Provider prior to providing the Service(s) or during the term of the Agreement. Upon receipt of Provider's written request for a security, Customer shall have ten (10) business days to provide or implement such security and if Customer fails to comply with such request within said time period, Provider shall be authorized not to provide the Service(s), or immediately suspend and/or terminate the Service(s) without further notice being required.
- 5.5 In the event of partial payment of outstanding invoices, Provider will be entitled to attribute the payment as follows: i) outstanding costs and late fees; ii) the outstanding interest; iii) the outstanding invoices whereby payment shall be attributed against the oldest first; iv) current interest.
- 5.6 In the event that Customer has not fully paid outstanding invoices, Provider shall be entitled to terminate or suspend (part of) its Services until full payment has taken place. Provider shall be entitled to charge additional (reconnection) cost before reconnecting the Services after full payment.
- 5.7 In so far as the monthly Price owed to the Provider for the Service(s) do not relate to an entire calendar month, 1/30th part of the monthly Fee will be charged for each day unless otherwise agreed upon between parties.

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- 5.8 Provider's information is conclusive in determining the amounts owed unless the Customer can prove that this information is not correct.
- 5.9 If the Customer disputes any amount stated on the invoice, he/she shall submit his/her written objection including evidence of its statement to Provider within thirty (30) calendar days as of the date of receipt of the disputed invoice. Customer will forfeit his/her rights to dispute any amount stated on the invoice if he/she does not object thereto in writing within abovementioned time period. Notwithstanding the foregoing, Customer shall remain liable for all outstanding amounts, including the disputed items, during the investigation of the objection.

Article 6. Amendments

- 6.1. Provider reserves the right to amend the terms and conditions of this Agreement from time to time, including but not limited to the scope of the Service(s) and the prices for the Service(s). The amendments shall also apply to the existing agreements, unless Provider explicitly excludes the amendments for such agreements.
- 6.2 The amendments come into effect four weeks as of the date of the announcement, or at a later date mentioned in the announcement, unless a different period is required by law, which will then apply.
- 6.3 In the event the Customer does not wish to accept an amendment that relates to the Service(s) he/she elected, Customer can terminate the Agreement in writing with regard to this Service effective on the date the amendment comes into force, provided the written termination letter has been received by Provider before the date the amendment becomes effective.
- 6.4 The provisions of article 6.3 of this Agreement do not apply:
- If pricing is increased on grounds of the inflation rate in the Territory as published by the Central Bureau of Statistics in the Territory.
 - If the Customer solely benefits from the amendment.
 - If the amendment in reasonableness has no implications for

the (legal) position of the Customer.

- If the Customer is offered the option to refuse the amendment.
- If parties already irrevocably agreed upon the amendment when they entered into the Agreement.
- If the amendment is prescribed by the (governmental) authorities.
- In other cases in which this is not required on grounds of applicable legislation and regulations.

Article 7. Warranty

- 7.1 The Services are provided under best effort and Provider warrants it will use its best efforts to provide the Service(s) with as little disruption as possible.
- 7.2 Provider does not warrant that the Service(s) and /or the Product(s) Customer acquired are capable of transporting the speed and/or signal or otherwise actually providing the other technical qualities and specifications as requested by the Customer or agreed in this Agreement, as this is dependent on the technical quality and specifications of Providers mobile network connections and equipment. In case it becomes evident at installation or another moment in time that the speed, signal or other technicalities as indicated above cannot be achieved, Provider reserves the right to i) offer the Customer other Service(s) with a speed and/or signal and/or technicalities that can be achieved, or ii) to cancel this Agreement as provided in article 11.
- 7.3. Provider warrants the mobile device, excluding external battery and SIM cards, purchased by Customer and provided by Provider will be free from defects in workmanship and materials for a period of three (3) months as of the date as defined on the Delivery Note (the "Warranty Period"). For certain devices the Warranty Period is longer, however this is only the case if specifically mentioned and specified on the Delivery Note or the proposal. This limited warranty is not transferable. During the Warranty Period, the mobile device will not be

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temporary replaced. If the mobile device is replaced during the Warranty Period, the Warranty Period will extend with another three months as of the date Customer received the replaced device. This Limited Warranty does not apply to normal wear and tear or if any component of the mobile device is opened or repaired by someone not authorized by Provider and does not cover repair or replacement of any mobile device hardware damaged by: misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than Provider. This limited warranty does not cover physical damage to the surface of the mobile device hardware, including cracks or scratches on the LCD screen. This limited warranty also does not apply if the malfunction results from the use of the mobile device hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by Provider specifically for use with the particular model of the mobile device, and where it is determined by Provider that such malfunction is not the fault of the mobile device hardware itself. Provider shall not be responsible nor liable for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the mobile device, or through the use of synchronization software.

7.4. When making a warranty claim, Customer must present the following to Provider within the Warranty Period: i) the mobile device or the affected part thereto; ii) the original proof of purchase which clearly indicates the name and address of Seller, the date and place of purchase, the product and the IMEI or other serial number. If Customer fails to provide this within the Warranty Period, the warranty will expire.

Article 8. Code of Acceptable Use

8.1 The Customer is responsible for all costs of use of the Connection under this Agreement and for all costs of use of the Services by End-users and third parties, even if such use is without Customers permission, consent or

knowledge. All amounts due arising out of aforementioned use shall be borne by the Customer.

- 8.2. In the event of robbery or loss of the mobile device(s), SIM Card(s) and/or related security codes or (assumption) of use against the will of the Customer of the Services under the Agreement, Customer may request Provider in writing to block the Connection of such End-user (device) under the Agreement. Blockage takes place on the date of the request to block. The Customer is only liable for the use related fees as up to the date of blockage of the Connection. Monthly Fees applicable remain due and payable by Customer.
- 8.3. Any use of the Service(s) and/or Product(s) or system resources used to provide the Services otherwise than as intended by the Agreement or disrupting the normal use of the Service(s) and/or any system of Provider and/or of other customers of Provider, other users or suppliers is considered to be an abuse of the system resources and provides grounds for intervention, suspension and/or termination by Provider of the Agreement. Modification, alteration, reverse engineering, de-compilation, disassembly or creation of derived works based on Provider's proprietary information or software provided by Provider is an abuse of the Service(s) and provides grounds for intervention, suspension and/or termination of the Agreement by Provider. Depending on the nature and severity of the abuse, the Customer may receive an e-mail warning, suspension and/or termination of the Agreement. Customer will be liable and fully responsible towards Provider and will hold Provider harmless from any claims of third parties for costs and damages of Provider due to abuse as described in this article, in accordance with article 13 of this Agreement.
- 8.4. Services are subject to Providers fair use policy. Based on the fair use policy the usage of calls, SMS text and/ or data that exceeds the average total customer base usage for the service provided, during the agreed period, is deemed excessive usage of the Service.

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- Provider reserves the right –at Providers sole discretion– suspend or disconnect these SIM Cards / numbers.
- 8.5 The Internet is a world-wide network. As such, it contains sites in countries around the world. The information available through the Service(s) may include items of an erotic, abusive or violent nature or other items not appropriate for viewing or possession by minors. Provider cannot and does not exercise any control over the information passing through its system, nor is it obliged to do so. It is therefore the duty of the Customer, user and/or parent or guardian to supervise the use of the Service(s) and the Internet by minors and any responsibility and liability of Provider in this regard whatsoever is excluded.
- 8.6 The network on which the Services are provided has been established to:
- a.** Provide – speed and quality depending on the equipment used and services agreed upon, and furthermore on best efforts basis- high quality high bandwidth networking services to the business community and private users;
 - b.** Promote the use of data-related services in the Territory.
- Use of the Service(s) in accordance with these principles and under the further requirements, restrictions and conditions contained herein and as further to be communicated to Customer by Provider, will be considered the Acceptable Use Policy of Provider.
- 8.7 Requirements of usage: **a.** To respect the privacy of the users of Provider and all networks accessible via Provider. **b.** To respect the legal protection provided by copyright, license, and other applicable legal devices to programs, communications, and data. **c.** To respect the integrity of computing systems, and to not use Provider and/or its systems to compromise same. **d.** To respect common usage E-Mail services. **e.** To obtain all required permissions and to comply with all applicable laws, regulations, or conventions including those related to data privacy, international communications, exportation of technical or personal data and intellectual property laws (including copyright and patent law). **f.** To promptly notify Provider if one suspects unauthorized use of the network. **g.** Not to seek redress from Provider if one is harmed or offended by information products or services found on or received through the Internet.
- 8.8 Specifically acceptable usage of the Service(s) **a.** Usage for legitimate private personal or business data communications. **b.** Usage for legitimate public data communications as suggested by newsgroups and the well-known guidelines generally accepted by the users and news administrators of same. **c.** Usage legitimate for research or educational purposes. Usage for other data communications in accordance with applicable laws in the Territory.
- 8.9 Unacceptable usage of the Service(s) **a.** It is not acceptable to use the Service(s) and/or the Provider's network for illegal purposes. **b.** It is not acceptable to use the Service(s) and/or Provider's network to transmit threatening, by/in the community unacceptable or harassing materials. **c.** It is not acceptable to use the Services and/or the Provider's network to interfere with or disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertisement and using the network to make unauthorized entry to any other machines accessible via Provider's Internet connection. **d.** It is not acceptable to use the Service(s) and/or Provider's network for the purposes of transmitting "Chain Letters," "broadcasting" messages to third party's mailing lists or non-consenting individuals, nor any other type of use which may or will result in congestion of the Internet or Provider's connecting networks, or which may or would significantly interfere with the connectivity of others. **e.** It is not acceptable to use the Service(s) for voice communications and/or as a medium to facilitate voice communications unless agreed upon between Customer and Provider in writing. **f.** It is not acceptable to use the Service(s) and/or Provider's network for illegitimate or illegal purposes. **g.** It is prohibited to: • introduce viruses,

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worms, harmful code and/or Trojan horses on Provider's network; • use the Service(s) or Provider's network for spamming or flaming to hack or otherwise obtain unauthorized services; • to delete or alter author attributes or copyrights notice, unless expressly permitted in writing by Provider, the author or owner; • use the Service(s) or Provider's network other than for Customers' private or own business use. The commercial exploitation, including the selling, distribution, leasing, or otherwise provisioning of the Service(s) (in whole or in part) to third parties or of, data, voice or other services by Customer by means of the Service(s) or Provider's network (other than through acceptable use of the Service(s) by Customer) is therefore expressly prohibited, unless such commercial exploitation is expressly and specifically permitted and agreed upon in writing by Provider.

- 8.10 Violation of policy Provider will review alleged violations of acceptable use policy on a case by-case basis. Violations of policy may result in suspension and/or termination of the Agreement, Violations may also result in claims for costs and/or damages of Provider.

Article 9. Assignment of numbers and number security

- 9.1. In order to utilize a Connection with a mobile telephone the Customer should possess a SIM Card and a number (for each End-user under the Agreement). Provider will assign one number per SIM Card.
- 9.2. Provider reserves the right to modify a number in case of modifications of the national numbering system or number allocation by governmental agencies, chXCGes to the Network or under other circumstances which require modifications of the numbering.

Article 10. ChXCGes, maintenance and interference of the network

- 10.1. The technical aspects of the Network or the Services may be modified by Provider in order to cope with time and technology. Where possible, Provider shall try to

carry out the modifications without affecting the user possibilities of the Customer and the mobile devices used.

- 10.2. The network is serviced by or on behalf of Provider. In order to service the network, Provider may (temporarily) discontinue (part) of the network. Provider will reduce this to a minimum and where required, network interferences will be timely published, unless it concerns short or limited interruptions whereby general or specific publication cannot be required from Provider.
- 10.3. Interferences are investigated as soon as these are known to Provider and remedied to the best of their ability. The expenses to detect and correct the interference may be charged to the Customer if it turns out the interference is caused by devices used by the Customer or due to actions of the Customer contrarily to the terms in this Agreement or applicable laws and regulations.

Article 11: Cancellation ("ontbinding") by Provider

- 11.1. Without prejudice to any other rights Provider may have, Provider explicitly reserves the right to cancel this Agreement with immediate effect by written instrument out of court, without any further notice being required, and without any liability towards Customer for damages whatsoever and without the Customer having any claim or other rights whatsoever towards Provider in the event:
- a) the Service(s) as selected under this Agreement do not have minimal a higher monthly fee than the monthly fee of Customers current Service(s) that precedes the elected Service(s);
 - b) of a situation mentioned in article 7.2 under ii;
 - c) the results of the credit check performed by Provider regarding the Customer are negative, which is to be determined in sole discretion by Provider;

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- d) any irregularities appear during the identification check performed by Provider on the Customer, which is to be determined in sole discretion by Provider;
 - e) Customer has provided incorrect and/or incomplete information to Provider;
 - f) Provider receives instructions of the telecom regulator and/or thereto authorized minister to amend i) the Services and/or ii) the terms and conditions of this Agreement;
 - g) In the event Customer is declared bankrupt, placed under receivership, filed for bankruptcy or moratorium of payment;
 - h) in case Customer acts against the Fair Use Policy of 3000 minutes/ 3000 SMS;
 - i) in case Customer uses the SIM Card other ways than in combination with the type of mobile device for which it is intended, such as but not limited to so called **GSM Dialers**.
- 11.2 Provider reserves the right to claim any damages it may suffer as a result of Customer's unjust early cancellation of the Services.
- 11.3 Both the Provider and the Customer may cancel the Agreement wholly or in part if the other party fails to fulfill one or more of its obligations, in so far as this failure justifies cancellation. If fulfillment is still possible, a written notice of default is required providing the other party a reasonable term to comply.
- Article 12: Term, renewal and termination ("opzeggen") and minimum package period**
- 12.1 This Agreement is entered into for the initial term as specified in the Information Sheet (Contract Period). At the end of the Contract Period the Agreement will be automatically renewed with one (1) year terms, unless terminated ("opzeggen") by either party by written notice at least one (1) month prior to the end of the initial or renewed term, notwithstanding any rights of Provider as stated in this Agreement to terminate otherwise.
- 12.2 During the term of this Agreement the Customer is not entitled to terminate ("opzeggen") this Agreement. This means that during the term of the Agreement the Customer must maintain the Services elected under this Agreement, unless an exception is made in writing by an authorized representative of the Provider.
- 12.3 During the term of this Agreement Customer may elect in writing to i) upgrade to other services which have minimal a higher monthly Price than the monthly Price of Customer's than current Services or ii) add new/ additional services which result in a minimal higher total of the monthly Price of Customer's than current Services.
However in the event that Customer upgrades and/or elects such new/additional services this Agreement shall automatically be terminated and parties shall enter into a new agreement as of the election date of such than newly elected services. The than new elected services shall be provided during a new (initial) contract term. Provider reserves the right to request an additional deposit in the event of an upgrade if deemed necessary.
- 12.4 If the situation as described in article 11.3 occurs, the deposit paid by Customer under his/her than current Services will not be paid back by Provider upon commencing of the new initial (contract) term, but will be remain under Provider as a deposit for the new elected services. If Provider requested an additional deposit, this will be paid by Customer before commencement of the new elected services.
- 12.5 In the event that the Customer terminates this Agreement in whole or in part prior to the end of the initial or renewed term, the remaining monthly Price for the Services elected herein up to the end of the term shall be immediately due and payable by the Customer, unless an exception is made in writing by a thereto authorized representative of Provider.

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- 12.6 Provider is entitled to setting off the deposit with amounts owed by the Customer under any contract executed between Provider (or any Affiliate thereof) and the Customer.
- 12.7 After the Agreement is expired or terminated Customer can request payback of the deposit – or the remains thereof – ultimately three months after date of expiry/ termination.

Article 13: Limited liability

- 13.1. The Customer agrees to indemnify and hold Provider, its officers, directors, agents and employees harmless from and against any lawsuits, damages, claims or liabilities (or actions or proceedings in respect thereof), including of its Users and third parties, related to or arising out of the use of the Services and/or Products provided by Provider, in particular any claim with regard to infringement of any third party's intellectual property rights through the use of the Service(s) and/or Product(s) provided by Provider, and Customer will reimburse Provider, its officers, directors, agents and employees for all legal and other expenses, including reasonable attorney's fees, incurred in connection with investigating, defending or settling any such loss, claim, damage, liability action or proceeding, whether or not in connection with pending or threatened litigation.
- 13.2. In no event shall Provider be liable to the Customer, its Users or third parties for indirect damages or consequential damages sustained by the Customer, its User or third parties in using the Service(s) and/or Product(s) provided by Provider however arising and whether under contract, tort or otherwise (including without limitation third party claims, loss of profit, loss of customers or damage to reputation or goodwill), unless in the event of gross negligence or willful misconduct of Provider. In the event any direct damages are inflicted for which Provider is liable, the liability will be limited to amount of the payment under the professional liability insurance concluded by Provider.

- 13.3. The Product(s) and Service(s) are provided by Provider on an "as is" and "best efforts" basis. Except for the warranty as described in article 7 of this Agreement, Provider disclaims all warranties of any kind with regard to the Service(s) and/or Product(s) including, but not limited to warranties or title, usability, condition, non-infringement, compatibility, security, or accuracy and disclaims all implied warranties of merchantability or fitness for a particular purpose.
- 13.4 Provider shall not be liable to Customer, its Users or third parties for any loss or damage sustained by Customer, its Users, its customers or end users, by reason of any failure or break down of Provider's communication facilities or those of Customer or third parties associated with providing the regarding services, or for any interruption, degradation of the Service(s) whatsoever shall be the duration or the cause of such failure, breakdown, interruption or degradation.
- 13.5 Customer acknowledges that Provider does not operate the Internet in any way whatsoever and that all merchandise, information, content and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties with whom Customer shall contract directly for such services. Consequently, Provider offers no warranty, whether express or implied, and makes no representation with regard to any merchandise, information, content and services offered or made available or accessible on the Internet and Provider shall not be liable for Customer's reliance on or use of such merchandise, information, content and services offered or made available or accessible on the Internet.
- 13.6 Provider does not restrict access to any destination within the Internet network; however, Customer acknowledges that other internet service providers may, from time to time, filter or restrict access to other destinations within the Internet network and Customer agrees that Provider shall have no liability for such action by a third party internet service provider.

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13.7 Provider shall not be liable for any losses or damages, either direct, indirect or otherwise sustained by reason of failure in or breakdown of the services or facilities herein provided for, or any interruption of the Service, whether caused by act of God, insurrection of civil disorder, war or military operations, national or local emergency, acts of any governmental authority, industrial dispute, fire, inclement weather or other causes beyond the reasonable control of Provider.

Article 14: Privacy

14.1 Provider processes information, including personal, traffic and location information about Customer and its Users in the provision of its Services on grounds of this and possible other agreements with Provider, with due regard of the applicable legislation and regulations with regard to protection of personal privacy.

14.2. The stipulations in Provider's Privacy Statement shall apply to the Agreement.

14.3. Customer acknowledges and agrees that Provider, Provider Affiliates and their agents will, by virtue of the provision of Services, come into possession of Customer Data.

14.4. Customer acknowledges and agrees that Provider, Provider Affiliates and their agents may use, process and/or transfer Customer Data (including intra-group transfers and transfers) to entities incorporated in States that do not provide statutory protection for personal information):

14.4.1. in connection with the provision of Services;

14.4.2. to incorporate the Customer Data into databases controlled by Provider or Provider Affiliates for the purpose of administration, provisioning, billing and reconciliation, verification of Customer identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and customer analysis and reporting, market and customer use analysis, and

14.3.3. to communicate with Customer regarding the Services by voice, letter, fax, SMS or email.

14.4. Customer is entitled to file any complaint or question regarding protection of privacy and personal data in relation with the Agreement to the email address UTSLegal@cw.com

Article 15: Entire Agreement

15.1 This Agreement contains the entire agreement of the parties with respect to the Service(s) and/or Product(s) as elected under this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the elected Services and/or Products, however all concerning payment obligations and other obligations of Customer arising from previous agreements between Customer and Provider regarding aforementioned services are continued as obligations arising out of this Agreement and remain due and payable and an obligation by and for Customer.

Article 16: General

16.1 If any provision of this Agreement is held by a court to be illegal, void, prohibited or unenforceable, it shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions thereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking therein contained.

16.2 Customer may not assign or transfer this Agreement in whole or in part without the prior written consent of Provider. Provider may assign or transfer this Agreement in whole or in part to any affiliated entity or successor in the interest of Provider, whether by merger, consolidation, transfer of its assets or otherwise. Customer will be notified in writing thirty (30) days prior to such assignment or transfer.

APPENDIX 1: SERVICE AGREEMENT FOR MOBILE VOICE & DATA PRODUCTS & SERVICES

(Dated August 8, 2023)

16.3 This Agreement is exclusively governed by and construed in accordance with the laws of Curacao. Any dispute arising out of or in connection with this Agreement shall be brought exclusively to the competent courts in Curacao.

16.4. All notices to Provider by Customer regarding this Agreement must be in writing and signed by Customer and must include a copy of a valid ID of Customer. All notices to Provider regarding this Agreement must be sent to the UTS Customer Services Department with mentioning of the contract number provided to Customer by Provider for this Agreement.

Customer hereby agrees and accepts the terms and conditions of this Agreement and those contained in the Information Sheet, and Customer agrees and accepts that this Agreement and the Information Sheet is binding between Parties.

Date:

Company name[Customer]*:-----

Signature**:-----

Name:-----

Title:

First and last name and title of person signing and being thereby the authorized person to represent Customer and enter into this Agreement:

*Copy of Customer its valid Chamber of Commerce excerpt is attached hereto.

**Copy of valid ID of person authorized to represent Customer and who signs this Agreement is attached hereto.