



# **General Terms and Conditions**

fixed telecommunication services

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These are the General Terms and Conditions for fixed telecommunications services of EUTEL N.V. (hereinafter: EUTEL or we / us / our). These conditions contain information for the quotation, application and agreement when you purchase products and services from us. You can read more information about our services, the current rates and other conditions on our website <http://eutelnv.com/>.

## 1 definitions and interpretation

In these General Terms and Conditions we use a number of capitalized terms. In this section, we clarify these terms and what they mean.

### **Agreement**

The agreement or any number of agreements between EUTEL and the Customer under which EUTEL provides one or more products, Connections and Services, and the Equipment necessary for the use of the Service, and possible Additional Services. These General Terms and Conditions apply to the Agreement and are part hereof.

### **Connection**

The combination of technical facilities up to Client's location to make a fixed connection with EUTEL's telecommunication network in order to provide the Service.

### **Customer**

The party that will conclude or has entered into an Agreement with EUTEL or has received or will receive an offer or has submitted an application thereto. In this information, we also use 'you' or 'your'.

### **Customer Care**

The Customer Care department of EUTEL which the Customer can contact for any questions or problems encountered concerning the Services (such as questions about your application, Subscription and reporting outages). Contact by telephone at number 318-2500, at the EUTEL shop or in writing at the address of EUTEL N.V., Van Tonningen weg Z/N, St. Eustatius, Dutch Caribbean.

### **Demarcation Point**

A physical end point where Customer can access the Equipment of EUTEL to connect Devices to make use of the Services.

### **Devices**

Devices and facilities purchased by Customer (for instance telephones, computers, routers, switches,

software, systems and TV's, cables) in order to access the Services. Access is made by direct or indirect connection to EUTEL's Network or to a Connection or to the Equipment by the transmission, processing or reception of information.

### **Equipment**

Parts of EUTEL's Network (such as cables, cabinets, modems, tuners and Demarcation Points and other facilities including software and applications), which EUTEL provides at the Demarcation Point or any other location to make the services available to Customer.

### **Extra Services**

Products and/or services the Customer can buy against payment in addition to the Service and as part of the Agreement. Specific conditions may apply to an extra service in addition and/or deviation to these General Terms and Conditions.

### **Network**

All technical means of the telecommunications infrastructure of EUTEL used for the provision of the Service(s).

### **Service(s)**

The (electronic) telecommunications services, and thereto related services, which EUTEL provides or makes available to Customer under the Agreement. This can be a telephone, internet and/or television service. The Service can be provided in various forms with specific rates, conditions and possibilities for a non-exclusive right of use by Customer and as may be further described in the Agreement.

### **Subscription**

An Agreement for the provision of Service for which you will receive a monthly invoice from us.

## 2 entering into an agreement

### offer and conclusion

- 2.1 Our offers are always without obligation and are considered an invitation to you to submit an application. If you want to enter into an agreement, you may submit your application in writing and electronically, by means of our standard order form, or orally. You ensure that the information you provide to us is correct and complete.
- 2.2 If you have submitted an application for our Service that does not mean an agreement has been concluded with us. An agreement for a subscription is concluded once we have confirmed in written or electronically to you that we have accepted your request.
- 2.3 Sometimes you can purchase 1 or more extra services in addition to another basic service. For these extra services and for promotions, specific conditions may apply in deviation and / or in addition to these General Terms and Conditions. Sometimes you can only purchase a certain service in combination with another service.

### validity of the application

- 2.4 You must give us your proper identification and also other information that is necessary for our assessment of your application. If you make an application on behalf of another (natural person or company), you must also demonstrate to us that you are authorized to represent that other party. We will indicate which proof of identification is required, for example a St. Eustatius driver licence.
- 2.5 Our assessment may involve a risk research. If this indicates that you are not creditworthy, we may impose restrictions and / or additional conditions on the use of the Connection. We may also request a bank guarantee, a deposit or other security we find acceptable, if we are unsure whether you will pay the invoices. For example if you owe above-average high amounts for usage-related fees in a limited period or if you do not have a fixed business address or residence at St Eustatius.

- 2.6 If you submit an application and you are not the landlord, you ensure that the landlord agrees with the application and with the conclusion and execution of the agreement.

### refusal of the application

- 2.7 We may not always approve your application. We can in any case refuse your application if:
- you have not provided us with the requested information to assess your application (on time);
  - you are legally incompetent or a minor;
  - you don't comply with an obligation in an Agreement and/or these General Terms and Conditions or it is likely that you will not comply with such an obligation and this justifies a refusal;
  - you cannot reasonably be considered creditworthy based on our assessment;
  - you have failed to comply with financial obligations under previous or other agreements with EUTEL;
  - you do not have a suitable Connection or the Devices needed or if you want more Connections than the maximum number we supply;
  - the Connection is not possible for technical or economic reasons. For example, if you live in an area where we do not provide the Service, or the Service will be of insufficient quality or the Connection cannot be installed.

### contract takeover and execution

- 2.8 The agreement for our services is personal. You may not transfer your rights and obligations under the Agreement to another party without written permission from EUTEL. We can attach conditions to the permission.
- 2.9 EUTEL may transfer all or part of the rights and obligations under the Agreement to another company. We will notify you of such transfer as soon as possible.
- 2.10 We can engage other parties in the performance of our obligations from the agreement.

## 3 start of the agreement

### activation of the service

- 3.1 After we have concluded the agreement with you, the Service will be activated as soon as possible. We can also indicate a later term for this.
- 3.2 If the Service is activated before we have accepted your application, it is a conditional acceptance. In the event of a conditional acceptance EUTEL may impose restrictions on the provision of services until the application has been finally accepted, such as blocking numbers for which higher rates apply than usual.
- 3.3 We provide the Service at the Demarcation Point. We are not responsible for any service or Devices connected to this point. All devices which we have not delivered are not the responsibility of EUTEL. You are responsible for the availability, installation and proper functioning of all Devices necessary for the receipt and use of the Service.
- 3.4 Some Services we can only deliver if you use a suitable Connection (e.g. for our television Services you need suitable internet) and appropriate Devices. If this is the case, we will indicate that. We can also maximize the number of Connections you purchase from us.

### delivery of the connection

- 3.5 Connections are made by EUTEL at a Demarcation Point at the location agreed with the Customer. EUTEL will take into account reasonable wishes of the Customer where possible.
- 3.6 We take care of the work and Equipment required for the Connection. This concerns the installation, maintenance, repairs, adjustments and cleaning of the Connection. If we have to make additional provisions that involve costs, we can charge these costs to you. We will indicate this to you in advance. We do not perform work or provide support to devices that are not made available by us.
- 3.7 If this is necessary for the provision of a Service over a Connection, you are obliged

to cooperate. For example, if we need access to the location where we need to install the Connection. If the permission or cooperation from another party is required, then you must ensure their permission or cooperation. You are responsible for ensuring that we are not sued by others.

- 3.8 We deliver a Connection as soon as possible, but the delivery time may vary per application. We will inform you about delivery time in our confirmation of your application.
- 3.9 If we cannot deliver a Connection on time because the necessary activities on the location cannot take place undisturbed or the necessary cooperation is not provided, you will pay the delay costs. In that case you pay the subscription fee as from the date on which the Service should actually have worked if there had not been a disturbance or if you had cooperated.
- 3.10 We can charge activation costs for providing a Service over a Connection. That is a standard fee that can differ per Service. We can also charge a higher fee than the standard fee if we have high delivery costs that are far above average. We will inform you about these costs in advance.
- 3.11 Repairs or adjustments to the Connection may only be carried out by us or by a company engaged by us. If a repair is necessary because you have not complied with the agreement, you will pay the cost of repair or replacement.

## 4 service performance and suspension

### availability

- 4.1 We make every reasonable effort to ensure that our Services run as smoothly as possible and are always available. However, it is technically impossible to prevent any interruption or limitation of our Services. For example, if you use certain obsolete Devices this can affect the quality of our Services, even though this Connection works well.
- 4.2 The Customer must provide EUTEL with data that EUTEL needs to maintain the functioning of the Service, including

information about connected or to be connected Devices.

## maintenance

- 4.3 We may temporarily shut down (part of) our electronic communication Network or limit the use thereof if we maintain our Network or Connection or if we modify our Services, without having to compensate you. This can have consequences for you, for example because you are temporarily or partially unable to use your Service. We will keep decommissioning to a minimum. If this is necessary and you have noticeable consequences, we will inform you in time, unless this is not possible.

## outages

- 4.4 You must report an interruption, damage or other defect in your Connection, Service or in an Equipment we have lend you to Customer Care immediately. As soon as we know of the faults you have, we will investigate them and try to resolve them as soon as possible. You are obliged to cooperate if this is necessary for an interruption investigation.
- 4.5 We can charge you the reasonable costs of an interruption investigation/handling and of solving the interruption if:
- the interruption is not attributed to us;
  - is caused by something that is for your account;
  - you did or failed to do something and this is contrary to the agreement and / or these General Terms and Conditions;
  - the interruption was wrongly reported;
  - the interruption is caused by devices we did not supply but you have purchased yourself.
- 4.6 If an interruption also affects Connections and / or services of our other customers, we are also entitled to charge the resulting costs to you. This does not apply if this cannot reasonably be attributed to you.

## suspension

- 4.7 We may temporarily suspend the Service if you fail to comply with the agreement and we have good reasons to do so. We will let

you know in advance, unless it is reasonable that this cannot be asked of us.

- 4.8 If you still meet your obligations within a period set by us, we will restart the Service. A new installation fee will be required to get a reconnection. You will also remain obliged to pay the agreed amounts for the time that we have temporarily stopped the Service.

# 5 changes in the service and network

- 5.1 EUTEL may change or terminate a Service or an additional Service for business reasons, to comply with legal rules and / or to meet current and state of the art requirements. For example, in the event of termination, revocation or modification of the licenses required by EUTEL for the Service or the Network. We do our best to make the changes without affecting your Service and the Devices you use. If this is not possible and we anticipate that a change will affect you, we will let you know in advance in writing. We will let you know at least 2 months in advance.
- 5.2 We may also change from time to time the configuration of the Network or the Equipment, or any applicable access code for receipt of a Service. We do our best to let you know in advance of any such changes to access codes.
- 5.3 From time to time we can update our software for providing the Services. We do so to improve and further develop the Services to provide new services, such as new applications and new functionalities. You agree to receive these updates for use of the Services and that the implementation may have consequences for the availability of the Service. We will let you know at least 10 working days in advance.
- 5.4 We can change the composition of television services and extra services, such as increasing or decreasing the number of programs.
- 5.5 If we terminate a Service, we will notify you as soon as possible, but at least 2 months in advance. The Agreement(s) will then terminate no later than the date on which we terminate the relevant Service. We will offer you a replacement service if possible.

## 6 about telephone numbers

### assignment and use

- 6.1 Legal rules apply to the use of telephone numbers.
- 6.2 If you purchase or move a (Connection of a) telephone service from us, you will require 1 or more numbers to use the Connection. You cannot claim to receive or keep a specific number. Only if it is possible under applicable laws and regulations you can request us to keep a specific telephone number.
- 6.3 EUTEL has the right to change a number in the event of changes to the national numbering plan, the EUTEL telephone service(s) or a telecommunication network, or if other cases require number changes. We may also change an assigned number in the interest of the Service.

### telephone directories

- 6.4 You can be mentioned in the (paper or electronic) telephone directory and included in number information services if you use our telephone service. If you choose so, we will provide you with the options, possibilities and costs thereof. We give you a paper telephone directory once per edition free of charge. More copies are available for a fee.
- 6.5 The information you provide or change later for the directory listing and number information services must be correct and complete and not violate the rights of others. If you want to change anything in this, you can do so at our Customer Care.
- 6.6 We put together the telephone directory and the number information service with due care. However, we cannot guarantee the correctness, completeness and lawfulness of the information stated therein.

## 7 about fees and payment terms

### fees for the services

- 7.1 The Customer must pay the determined rates to EUTEL for the services purchased. The rates are in USD and are set out or referred to in the Agreement and are available on our website [www.EUTELnv.com](http://www.EUTELnv.com).
- 7.2 The rates may include one-off charges (such as Connection fees), monthly or other periodic charges (such as for your Subscription) and fees for using the Service (such as calling charges outside the fixed fee). The fee for the use of a Service consists of a variable fee for actual use and / or a (periodic) fixed fee for a predetermined use.
- 7.3 We may also charge incidental costs, such as administration costs (e.g. for collection of the owed fees), costs if you requests a subscription change, call-out costs and other costs that you have to pay, such as for repair or replacement of Equipment for the use of the Connection.
- 7.4 We charge the Subscription fee and fees for the actual use of a service monthly afterwards on a fixed date.
- 7.5 If you purchase (information/content) services or goods of other companies via your Connection, you can be invoiced directly by these parties. We are not a party in the relationship between you and these other companies.
- 7.6 If the monthly payments are not due over a full calendar month, you will only be charged the subscription fee for the days of that month that you had that Subscription .
- 7.7 EUTEL data are decisive in determining the amounts that you must pay to us, unless you demonstrate that our data is incorrect.
- 7.8 The amounts are increased by then applicable taxes and any other government levies.

## payment of the services

- 7.9 EUTEL will send you a digital invoice for the fees to be paid at a fixed time, unless we have agreed otherwise with you. The payment method and the period term are stated on the invoice, but the payment term is in any case within 14 days. We can charge costs if we do not send the invoice to you digitally, for example by post.
- 7.10 EUTEL may ask you to pay one-off and recurring fees in advance. In special cases we can charge amounts prematurely. For example, if you have to pay above average amounts for the use of a particular service in a short period of time.
- 7.11 If you have not paid in full by the due date you are in default as from the date the payment term has expired. We will send you a payment reminder. If you also have not paid in full within the term in that payment reminder, we can charge you the statutory interest from the day following the day on which payment was due until paid in full. If we start a collection procedure the amounts owed will be increased with the collection fee. In addition, EUTEL may turn off the Service and can charge a certain amount of administration costs.
- 7.12 If you do not agree with any amount we charge you, you must let us know within 30 days of the invoice date. We assume that as soon as this period of 30 days have passed that you agree with the invoice. If you are a consumer and you could not previously discover that the invoice was incorrect, EUTEL will not adhere to these 30 days.
- 7.13 If you object to the invoice, you are still obliged to pay all outstanding amounts, including the disputed items.
- 7.14 If you have objected to the invoice before and every time it appears that the invoice is correct, EUTEL may ask you to pay us the investigation costs for the invoice.

## 8 how to use the connection and service

### responsible client

- 8.1 We expect that the use of the Connection and the Service will not be in any way against the law or contrary to morality, public order and obligations from the Agreement.
- 8.2 As the Customer you are responsible for all use of the Service, even if it is used by someone else without your permission or without your knowledge. You must pay all costs incurred by the use of the Service.
- 8.3 If telecommunications traffic suffers (for example by an interruption of signals) from the use of the Service or of connected Devices, which, for example, are not supplied by us, are not suitable or do not comply with technical or safety requirements, you are obliged to follow our instructions and to accept the financial consequences thereof.
- 8.4 You are responsible and liable for the consequences and costs of any authorized or unauthorized use of the Connection and the Services, regardless of how access was obtained. For example, it is not allowed to make (technical) provisions or edit the Connection or the software of the Equipment that can realize access.
- 8.5 We trust you to handle the Connection carefully and that you do not make any changes in the Connection. You are responsible if anything happens to the Connection, for example for replacement costs.

### responsible use

- 8.6 The services are only intended for normal, reasonable and private use. This means personal use for private purposes (residential services) and normal business use for business customers (business services). For example, you are not allowed to make or resell a Connection, whether or not for payment.
- 8.7 You may not transmit data distributed via the Network, or have it transmitted, to

- others. For example radio and television signals, On Demand programs, etcetera.
- 8.8 You are aware that through the Services it is possible to access, for example, information or interactive services from other companies. And that for access the conditions and rates of those others may apply.
- 8.9 You are aware that almost always intellectual property rights rest on the programs, (information) services and other content received on the basis of a Subscription. You may be liable to EUTEL or others for any unauthorized duplication and publication of this content.
- 8.10 You may not use the Services in an illegal and / or punishable way, such as:
- phishing, hack or send spam;
  - making public or distributing child pornography or other punishable porn;
  - distributing (computer) viruses or other malicious files;
  - illegal downloading;
  - cause disruptions or nuisance of data traffic;
  - infringe any of our intellectual property rights and / or of another.
- 8.11 You will not use the services improperly or excessively to avoid inconvenience to others. If it appears that you are using the service improperly or excessively, we will let you know and we expect you to adjust this.
- 8.12 You may only connect devices that are compliant to the legal requirements for devices, such as safety requirements.
- 8.13 If we find it is necessary or if it appears that the responsible use of the Connection and/or of the Service has been violated, EUTEL may take measures and steps. You are liable for any (financial) consequences thereof.

## 9 ownership and use of the Equipment

- 9.1 Equipment that EUTEL rents or lends to you remain the property of EUTEL. You may only use them to use the Service. You may not make the equipment available to others in any way, for example, sell, rent or pawn them.

- 9.2 We can ask you for a periodic fee for the use of the Equipment. We may also request a security deposit before we provide the Equipment to you. If you return the Equipment undamaged after the Agreement has ended, we will refund the deposit, without interest. We can limit the number of Equipment we make available to you and replace it if this is necessary for providing the Service.
- 9.3 We trust you to handle the Equipment carefully. This means that you ensure that the Equipment is not damaged, not becomes unusable or otherwise cannot operate properly and that you do not make any changes in the Equipment. This also means that you may not use the software in the Equipment, or any part thereof, to disclose, edit, reproduce or provide to others, except to the extent necessary for its use and the Agreement and applicable license terms expressly allow it. You are responsible if anything happens to the (software in the) Equipment.
- 9.4 Repairs or changes to the Equipment may only be carried out by us, the supplier or by a company engaged by us. If it is necessary to repair or replace the Equipment because you have not complied with the agreement, you will pay the cost of repair or replacement thereof.
- 9.5 If the Agreement has ended, you must return the rented or borrowed Equipment to us in good condition within one month. We will let you know how to do that. If you do not return the Equipment, you must continue to pay the periodic fee until you return the Equipment to us. If you return the Equipment damaged or have not returned it within 3 months after termination of the Agreement, you must reimburse EUTEL for the replacement value. We will let you know the replacement value in advance.

## 10 term and termination

### duration

- 10.1 The Subscription is entered into for an indefinite period of time and has a minimum duration of 12 months from the date of activation of the Service, but we can agree on another period with you in writing on conditions to be determined.
- 10.2 If you use an additional service in combination with another basic service, the minimum duration of the basic service is then automatically extended until the end of the additional service. The additional service ends automatically when the basic service ends.

### your cancellation

- 10.3 You can terminate your Subscription at the end of the minimum duration in writing, by telephone or electronically via Customer Care. In all cases there is a notice period of 1 month. If you do not follow up on this notice period, then the Agreement continues. You can then cancel monthly.
- 10.4 You may terminate the Subscription during the minimum duration upon certain conditions, unless you may terminate the Subscription under the General Terms and Conditions or the law.
- 10.5 Upon death each of Customer's heirs has the right to terminate the Agreement of Customer with immediate effect free of charge by written, telephone or electronic cancellation. All fees due for the period that the Service has been used remain due.
- 10.6 You can only terminate the Agreement prematurely if:
- we fail to meet our obligations and the breach is that serious that it justifies your cancellation;
  - you move to a location where we cannot provide the Service or comparable service.
- 10.7 In many cases you can terminate the Agreement prematurely if we change anything about the Agreement or the rates and you disagree, except if:
- the change has no consequences for you or is in your favour;
  - you can refuse the change;

- we have agreed the change with you when entering into the Agreement (e.g. inflation);
- the change is mandatory by the government.

You can cancel the agreement in writing or via our Customer Care from the date on which the change takes effect. We must have received your cancellation before the effective date of the change.

### cancellation by us

- 10.8 We can terminate your Subscription at the end of the minimum duration and thereafter. We take the notice period into account, for a Subscription this is 1 month.
- 10.9 We can dissolve the Agreement immediately and without notice if:
- you go bankrupt or a moratorium is applied for;
  - you fail to fulfil your obligations under this Agreement or any other agreement with us and this justifies our measure;
  - you are placed under administration or receivership;
  - this comes from a statutory regulation or court order.
- 10.10 If we terminate the Agreement because you fail to meet your obligations, we can charge you the total of the remaining monthly fees for the minimum duration of the Subscription.
- 10.11 If we terminate a Service, the Agreement for that Service will end no later than the same date.

## 11 liability and indemnification

### liability of EUTEL

- 11.1 EUTEL is only liable for damage caused by a shortcoming that is attributable to EUTEL according to the law and with the limitations and exclusions in these General Terms and Conditions. If an event or series of events with the same cause leads to the occurrence of more than 1 claim, we will pay the maximum amount stated in the event hereunder in proportion to these claims.

- 11.2 Our liability applies only in the cases below for the amounts indicated. In the event that an event or series of events with the same cause results in damage to more customers, then pay the maximum amount stated. We divide the amount so that every customer will be compensated for the same part of his damage.
- a) damage resulting from death or bodily injury, up to a maximum amount of USD 100,00.00 per event;
  - b) damage to the Customer's property caused by our work for the execution of the Agreement, we reimburse the repair and replacement costs, up to a maximum amount of USD 6,250.00 per event and a maximum of USD 75,000.00 per year.

The above limitations do not apply if, and in as far, we cause damage intentionally or damage is caused by our recklessness and while we know that the damage would result.

- 11.3 We are not liable for any damage not mentioned above. If you use the service for your profession or business, EUTEL will not be liable for any indirect or consequential damages, such as lost profit or lost savings, decreased goodwill, loss of data, penalties you must pay to others, damage due to business interruption and the like.
- 11.4 Faults from other providers cannot be attributed to us. For example, providers of networks and services to which the EUTEL Telecommunications Network is directly or indirectly connected, or providers of content services, such as apps and television services. If the software supplier has excluded or limits its liability in the license terms, this also applies to EUTEL towards you.

## liability of customer

- 11.5 You are liable for damage caused by a shortcoming that is attributable to you.
- 11.6 You indemnify EUTEL against all claims of others for compensation of damages and costs that these others believe they have through the use made of your services. For example, damage caused by the content of information requested or sent via the Service, or by unauthorized duplication or publication of protected works from (parts of) the services.

- 11.7 Instead of a fine, we may ask for actual damage if the actual damage exceeds the fine owed.

## reporting damages

- 11.8 You must report damage to us in writing as soon as possible, but no later than 4 weeks after you could have discovered it, via Customer Care. If you do not report this damage to us within that period, you are not entitled to compensation. This does not apply to consumers who make it clear that they could not have reported the damage on time or in writing. Consumers who buy a product from us have up to 2 months after discovering the damage to the product, to report the damage to us in writing.

## 12 amendment and deviation

- 12.1 The Agreement (including these General Terms and Conditions) and the agreed rates can be changed by EUTEL. We will let you know about this at least 1 month in advance.
- 12.2 If you wish to change your Subscription, you must report this to Customer Care in time. During the minimum duration of your Agreement, you can only change your subscription with our permission.
- 12.3 If your address, billing address, e-mail address changes or of any other change or information that may be important to your Subscription or Service, you must notify us as soon as possible, in writing or through our Customer Care.

## 13 processing of data

- 13.1 We comply with legal regulation when we process data to perform the Service. This can be your personal data, traffic data (such as calls, duration of a data session) and location data.
- 13.2 We comply with the legal obligation to provide information (such as personal data and location data) to authorities, for example for a criminal investigation and to cooperate with an authorized interception order.
- 13.3 More information on our privacy policy, e.g. how and for which purposes we use data, you can read in our privacy statement, which can be found on our website.

## 14 applicable law and dispute resolution

- 14.1 Dutch law applies to the Agreement.
- 14.2 Any disputes will be submitted to the competent court according to the law.
- 14.3 In the event of complaints or disputes relating to an Agreement, the Customer must first turn to EUTEL, via our Customer Care. They will try to resolve the complaint as soon as possible. If you are not satisfied with the offered solution, you can submit the dispute to the national ombudsman or judge.