

DIGICEL SURINAME N.V. GENERAL PREPAID CONDITIONS

1. Contract

These conditions are applicable to the relation between Digicel (Suriname) Limited (“Digicel”, “we”, “us”, “our”, “the company”) and the user (“the customer”) of mobile telephone services on our mobile telecommunication network (respectively “network”, “service(s)” or “Digicel Mobile Services”) and form legal and binding obligations for parties once the application is accepted for providing services via a mobile phone bought at and approved by us (“Digicel mobile phone”, “Digicel telephone”, “Digicel prepaid telephone”, “telephone”, “handset”) with additional Subscriber Identity Module Card (“SIM card”), which is property of Digicel. This application form forms an integral part of these Conditions.

All previous agreements between the customer and Digicel shall hereby be invalid by these Conditions. By using the services of Digicel, the customer agrees with these Conditions. In as far as legally permitted, Digicel preserves the right to implement changes or apply changes unilaterally in each product of Digicel Mobile Service and/or each Digicel Mobile Service and/or these Conditions subject to a notification to the customer regarding such changes. This notification may take place via an advertisement in the local media and/or on our website and/or via SMS. If use is made of the services following the notification of the change, the customer shall be deemed to have accepted this. These Conditions are subject to Surinamese law.

2. Guarantee

All mobile phones delivered by Digicel have a manufacturer’s guarantee of twelve (12) months on manufacturing faults. Guarantee conditions can be obtained at every Digicel shop or by calling to our department Customer Service. If the user has problems with the upgrade card, he can call our department Customer Service. The dealer does not grant a restitution.

3. Release of information

Digicel preserves the right to refuse requests for account information if we cannot determine whether the applicant is actually the account holder, authorized contact person or account user. Digicel may, however, release information about the customer and his accounts:

- to authorized personnel and authorized third parties;
- in response to questions regarding creditworthiness;
- if Digicel deems such necessary or desirable;
- in conformity with legal procedures or at summons;
- if necessary for the protection of our interests.

By using the services, the customer is deemed to agree to and give power of attorney with regard to the release of information. Digicel cannot be held accountable due to the release of information or if this information is not accurate or incomplete. Information or changes with regard to the telephone account can only occur once the customer has registered at Digicel by filling in and submission of a registration card.

4. Service

Our services are provided by means of radio transmission and are therefore only available within the reach of our network basic stations. Both the quality and availability of our services are influenced by radio interference due to physical disturbances, atmospheric circumstances and technical faults or other defaults on the network. Our services are momentarily only provided on the network. It is not possible to use the Digicel prepaid mobile phone on another GSM network (unless in case of roaming with Digicel).

5. Administration costs

The administration costs for our services, such as these may be changed from time to time, also form an integral part of this agreement. We preserve the right to change these costs and we shall notify the customer of this change via a written notification and/or the local media and/or via our website and/or via SMS.

6. Digicel Mobile numbers

Digicel preserves the right to change or replace a mobile number assigned to a customer, or whichever other name, code or number associated to our services.

7. Telephone guide Mobile Numbers and Caller ID

Via our network, the telephone number of the customer is visible on the screen of the receiving mobile phones.

8. Use of account

When the customer makes telephone calls or sends messages via his prepaid phone, costs are made that are subtracted from his account. The customer can request his account balance by pressing the Fast Balance code on his mobile phone. If you are making a call and your call credit expires during the call, the call will be disconnected.

9. Upgrading of account

The customer can upgrade his account at all times via a prepaid upgrade card. Each upgrade card has an expiry date within which period the customer should use the value indicated on the card. If the customer has purchased a new upgrade card, the expiry date on his account is the expiry date indicated on the last upgrade card with which he upgraded his account. Depending on the situation, the account of the customer shall go through the Prepaid Subscriber Life Cycle consisting of 4 different phases:

Phase 1: Active – The phone of the customer is activated once he makes or receives his first call. The number of days that the telephone of the customer remains active depends on the value of the upgrade card. Each value has a certain number of days before the card expires.

Phase 2: Inactive – The phone of the customer becomes inactive if there is no more credit on his account. In this phase, the customer can receive telephone calls but he cannot make prepaid calls. The customer can only call alarm numbers, free numbers and Customer Service or upgrade his account, which shall bring him back in the active phase. If the term of the used upgrade card expires, the phone shall become de-active.

Phase 3: De-active – The account of the customer becomes de-active when the expiry date of his previously used upgrade card has passed. This shall occur even if there is credit on his account. When the customer becomes de-active, he has maximally sixty (60) days before his term expires. He can also receive telephone calls but he cannot make prepaid calls. He can only call alarm numbers, free numbers and Customer Service or upgrade his account through which will bring him back to the active phase. He will loose the remaining call credit on his account before he became de-active.

Phase 4: Expired – The account of the customer expires if he does not upgrade his account within sixty (60) days after becoming de-active. In this case, his account is terminated and he will be removed from the network. He will loose his mobile number and remaining call credit.

10. Re-activation

If the customer wishes to gain access to the network once again, he will have to purchase a new Digicel Prepaid SIM. He is not allowed to transfer calling credit to third parties and Digicel is not compelled to pay or compensate the costs of a mobile phone or of any remaining calling credit on his prepaid account.

11. Invoice

No invoice, including periodic or specified copies or list of made/received calls, shall be sent to the customer. Digicel is in no way compelled to make evidence available to the customer about the current status of his prepaid account, information about how his calling credit is used or evidence of the status of his account or other issues.

12. SIM card

All SIM cards distributed for services on our network are property of Digicel and should be returned to Digicel upon our request or to third parties acting on our behalf. The customer may for no reason tamper with the card. The customer shall be charged for payment of damage to the SIM card (outside Digicel's fault) resulting in replacement, exchange or repair thereof. Each SIM card that shows damage due to manufacturer's faults in the design can be replaced gratis if these are returned within the indicated guarantee term.

13. Mobile phones

All Digicel mobile phones sold by our authorized dealers are network-locked. It is prohibited for customers to remove the lock or have this removed by third parties without explicit approval from Digicel.

14. Obligations of the Customer

The mobile telephones and vouchers of the customer are his property and he therefore carries the responsibility thereof. The customer should take all necessary precautions for the security thereof. The customer agrees to the following:

- he shall only make use of the GSM equipment and facilities recommended by Digicel for the network and observe the laws and regulations applying to the use thereof;

- the customer shall use the technology of Digicel when this is made available, under the conditions indicated by Digicel;
- the customer shall observe the laws and regulations that apply to this network and these services;
- the customer shall follow or reasonable instructions with regard to the use of the apparatus, mobile phones or services provided by Digicel;
- the customer shall immediately notify Digicel in case of loss, theft or damage of his apparatus and/or SIM card and conform such in writing. Digicel shall replace the customer's SIM card at payment;
- the customer shall fulfill all reasonable requests from Digicel or from third parties on our behalf, in particular with regard to fraud investigations or other offences or where required, by law or in judicial actions.
- the customer shall not transport the mobile phone (or have such transported) outside of Suriname or commercially trade such for his own benefit.
- he shall only use the mobile phone and SIM card in Suriname; this does not apply, however, in cases in which use is made of our roaming services.

If the company deems it necessary to apply its rights in conformity with this agreement, in any judicial action, the customer shall compensate Digicel for all costs, including reasonable costs for legal assistance resulting from such legal action.

15. Apparatus and connection to network

Only apparatus approved by Digicel shall be used by the customer for connection to our services. The company can specify from time to time, which type of apparatus can be connected or may be used by the customer regarding our services. The customer shall disconnect from the network, each item of apparatus or phone that has not been approved by Digicel or which does not meet our specifications. In no case shall the customer tamper with any apparatus delivered by us to the customer for use of our services. We are not liable for the maintenance, repair or condition of the apparatus or telephones that are not property of Digicel. The customer shall see to it that all apparatus and telephones in use and connected to the network, are in a good state of maintenance.

16. Suspension and termination

The agreement may be suspended and/or terminated without prior written or oral communication:

- if the customer violates any legal restrictions/regulations/procedures that are applicable to the Digicel network and services;
- if the customer fails to observe these Conditions and/or violates them;
- if interim inspections, adjustments and/or maintenance of the network are necessary;
- if the customer notifies us that his Digicel handset is lost or stolen;
- upon our reasonable assumption that our services are obtained by fraudulent actions or that fraud or unauthorized use of the Digicel mobile phone or SIM card takes place against us or against third parties;
- if the customer infringes on the network or on any another apparatus of the company;

- if the customer conspires to defraud the company;
- if the customer uses the SIM card for commercial gain;
- if, in our opinion, the customer performs actions that are harmful or that can be harmful for the functioning of the network or the company (including but not limited to actions that cause stagnation);
- if, in our opinion, services provided to the customer endanger the functioning of the network or cause damage thereto, or enable others to perform aforesaid actions that are in violation to the valid legislation and regulations;
- if we are not able to deliver the services to the customer;
- if the customer performs actions to avoid or escape payment of costs;
- if, in our opinion, the customer performs actions that should result in avoiding or escaping payment of lawful costs or in defrauding the company;
- if the customer performs actions that are intended to or should result in bypass of the services.

If the access of the customer is interrupted or suspended due to one of the above described circumstances, Digicel is in no way responsible to deliver services to the customer. In this case Digicel preserves the right to charge the customer for re-connection to the network. If the customer refuses to accept the Conditions for Service, we preserve the right to reconnect the customer.

17. Exclusion from liability

Digicel cannot be held liable for any indirect damage or company damage suffered by the customer (including without restriction, any economic damage or other damage with regard to turnover, profit, business transactions or goodwill) or by other parties who claim to have suffered such damage through the customer, due to one of the following reasons:

- suspension or no being available of any service;
 - suspension or termination of the agreement;
 - disconnection or not getting connected at making calls with and calling to the apparatus;
 - disconnection of or not getting connected due to absence of third parties;
 - calls to and from the apparatus are tapped or intercepted by third parties;
 - data/information sent to and from the apparatus, is changed and gets lost.
- We are not liable against the customer with regard to claims that are the result of our inability to deliver the services due to circumstances outside our influence sphere, including but not restricted to *force majeure*, actions of state enemies, weather conditions, irregularities company strikes, war, government campaigns, actions or refrain from other telecommunication carriers, absence or inability of third parties.

Digicel and related and affiliated companies and their respective officials, agencies, commissioners, managers, employees, lawyers, insurers, successors and assignees are not liable for or with regard to consequences, claims, legal actions, judicial action, legal businesses and causes for judicial action (notwithstanding conformity with the law or in all reasonableness related to sorrow), right of distraint, debts, damage, fatal accidents, losses or injuries (notwithstanding material or personal, company damage or otherwise), judicial sentences, liabilities, costs of whichever nature, notwithstanding known or unknown, presumable or not (called

together: 'claims of whichever nature') resulting from or with regard to our apparatus and/or any electronic or radio system in apparatus, vehicles or airplanes in his vicinity or of emissions or transmissions to, from, through or via our network and/or our apparatus. If we offer goods and/or services as agents of a head provider, we cannot be held liable or responsible against the customer for the functioning, profit loss, emotional or mental sorrow or disappointment of delivery thereof by such providers as long as Digicel has identified these providers at the customer and ourselves as agents. Nothing from this agreement shall restrict our liability with regard to (a) fraud or other criminal actions, (b) personal harm or decease caused by our negligence or, (c) any other liability that can be restricted or excluded by law.

18. Dispute of settlement

In case disputes between us and the user cannot be settled in an amicable manner, article 22 of the Telecommunication Provisions Act (Bulletin of Acts and Decrees, 2004, No. 151) shall apply.

19. Indemnity

The customer shall indemnify us against the following:

- all damage or harm caused to the services and/or the network as a consequence of his negligence or failure to observe the obligations in conformity with this agreement;
- all claims resulting from his actions or negligence in combination with the services provided to us.

20. Non-enforcement

If any part of this agreement is deemed invalid, unlawful or non-enforcing, this shall in no way affect or infringe the validity, lawfulness or enforcement of the other stipulations in this agreement or cause any harm in this regard.

21. Customer information

We shall, from time to time, send the customer information that is considered relevant to him. If the customer does not wish to receive this information, he may notify us of such in writing.