

DIGICEL SURINAME N.V.

GENERAL POSTPAID 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 the legal and binding obligations for parties once the application is accepted for providing services through an approved mobile phone (“Digicel mobile phone”, “Digicel telephone”, “Digicel postpaid telephone”, “telephone”, “handset”) purchased at Digicel, with additional Subscriber Identity Module Card (“SIM card”), which are property of Digicel. This application form forms an integral part of these Conditions.

Connection and activation depend on satisfactory risk analysis, credit-worthiness and/or receipt of a down payment. The required minimum down payment shall only be determined upon consent of Digicel. These conditions make all previous agreements between the customer and Digicel, invalid. By using our services, the customer agrees to these Conditions. In as far as legally allowed, we preserve the right to implement changes or apply unilateral changes to the products of Digicel Mobile Service and/or each Digicel Mobile Service and/or these Conditions, subject to a notification of such changes to the customer. This notification may be issued through an advertisement in the local media and/or our website and/or via SMS. If the services are used after the notification of the change, this change shall be considered as accepted by the customer. The Surinamese law applies to these Conditions.

2. Definition of a “post-paid” customer

Post-paid customers are those that are billed for their use of a carrier's services on a monthly basis, based on either the terms of a contract or on the amount of services they have used.

Definition of an additional service

An additional service is a service that can be requested as an addition on a postpaid subscription.

3. Beginning of service period

The customer service commitment begins on the day we activate his service.

4. Refusal

An application for providing services can be refused if:

- the applicant has not yet reached the age of 21 years;
- the applicant is not able to supply the required information;
- the applicant does not accept the General Postpaid Conditions.

5.Guarantee

All mobile phones delivered by Digicel have a manufacturer's guarantee of twelve (12) months on manufacturer's faults. The Guarantee Conditions are available at every Digicel shop or can be obtained by contacting our Customer Service.

6.Release of information

We preserve 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. We may, however, release information about the customer and his accounts:

- to authorized personnel or authorized third parties;
- in response to questions regarding credit-worthiness;
- if such is deemed necessary or desirable upon our own judgment;
- in conformity with legal procedures or at summons;
- if necessary for protection of our interests.

By using the services, the customer is considered to agree and give full authority with regard to the release of information. We cannot be held responsible due to release of this information or in case this information is inaccurate or incomplete. Additionally, the customer also agrees that we may contact all persons indicated as reference by the customer for verification of the accuracy of the account details.

7.Services

Our services are provided through radio transmission and are thus only available within the reach of our network base stations. Both quality and availability of our services are affected by radio disturbances due to physical interference, atmospheric circumstances and technical faults or other disturbances on the network.

8.Administration costs

Our administration costs for 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 thereof through a written notification and/or via the local media and/or via our website and/or via SMS.

9.Digicel Mobile Numbers

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

10.Mobile Caller ID

Via our network, the telephone number of the customer can be seen on the screen of our receiving mobile phones.

11. Deposit

The customer shall pay a deposit in order to be (re)connected to the network. This deposit shall be repaid without interest after termination of the agreement and after collection of all outstanding debts to Digicel. The deposit may at all times be used for clearing outstanding debts to Digicel. A deposit does not free the customer from his obligation of payment for the services provided through the SIM card, including all costs related to the unauthorized use thereof.

12. Roaming

The customer shall pay a deposit to be determined by Digicel in order to be able to 'roam' or use his phone on another GSM network with which we have a roaming agreement.

13. Credit limit

Upon acceptance of his application, the customer shall be notified of his monthly credit limit. We preserve the right to, at all times, increase or lower his monthly credit from time to time, without prior notification. The customer agrees that his monthly debt shall not exceed his monthly credit limit. The customer's credit limit, to be determined upon our judgment, is related to his current user's conduct. The services may be terminated if his account use exceeds this limit.

14. Payment

If the customer makes use of the SIM card and/or services he shall pay costs. Administration costs, subscriber costs, value added tax and all other costs related to the services provided to the customer in conformity with this agreement, shall be added to these costs and shall form a part thereof. The customer agrees to pay these costs to the company at one of the appointed payment offices. We preserve the right to refuse and/or disallow payments other than through certified check, company check or cash. If payment occurs with a check (only certified checks or company checks are accepted) or with another means of payment, the company may charge return costs if this payment method is not considered. We preserve the right to refuse and/or disallow payment per check if once refused checks are processed through the customer's account. We preserve the right to charge an interest of 5% per year on late payments, over the official bank discount as determined by the Central Bank of Suriname. We cannot be held liable for any loss or damage suffered as a result of the use of or fault in payment services. We are in no case compelled to provide services to the customer if he fails to fulfill his payment obligation. In that case, we preserve the right to, prior to continuation of the service, charge costs for the reconnection and/or revise his payment conditions and/or restrict his services/applications. If the customer refuses to accept the Service Conditions, we preserve the right to refuse reconnection of the customer. We may request from the customer that he immediately fulfills his debts if he fails to comply with the obligations resulting from this agreement or if he goes bankrupt or insolvent, in case of his death, in case of judicial attachment of property, collection or execution of the customer or his property or if the SIM card is not used in conformity with this agreement.

Invoices shall be sent to the invoice address of the account holder unless indicated otherwise. The invoices shall include: fixed costs, telephone costs and credits for the same month and eventual previous invoices that have not been paid. Where applicable, value added tax shall be charged on the costs. The customer hereby agrees to accept our copies of a transaction as accurate unless he, to our satisfaction, can prove contrary. Payment shall occur per invoice date meaning at the moment the invoice is made available to the customer. We cannot be held liable for invoices sent through postal services which have not been received by the customer. The invoice is deemed to be delivered to the customer on the day that it is made available and ready for pick up, notwithstanding whether the customer does so or not. The customer shall continue to fulfill his payment obligation, even in case of a disruption of the postal services, considering the fact that the invoices may be obtained otherwise by contacting our department Customer Service. We preserve the right to contact the customer otherwise for collection of payment in arrears. All produced invoices can be printed anew upon request. The customer shall pay for the new print, if necessary. We preserve the right to change the invoice terms and or send interim invoices.

15. Non-payment

In case of non-payment, the customer shall, as of the day following the expiry date of the last invoice, pay a monthly interest of 1% per month on the amount already indebted to us, in addition to the indebted amount. Furthermore, we are authorized to temporarily terminate the services until the customer has fulfilled the indebted amount including interest. All costs for collection of the indebted amount, in case of non-payment, shall be charged to the account of the customer including but not limited to the costs for judicial actions, which costs shall not, in all cases, exceed 15% of the indebted amount.

16. Foreign currency transfer

The amount of a transaction in any other currency than Surinamese Dollars shall be invoiced and shall be paid by the customer in Surinamese Dollars. The conversion of foreign currency to Surinamese Dollars shall occur in conformity with the exchange rate determined by the Central Bank of Suriname on the date on which we receive a notification with regard to the transaction and the amount to be deposited on the customer's account.

17. SIM card

All SIM cards issued for the benefit of services on our network are property of Digicel and shall be returned to us or to third parties acting on our behalf, upon our request. The customer may for no reason tamper with the card. For a SIM card which shows damage (outside our fault), the customer shall pay for the replacement, change or repair thereof. Each SIM card showing damage due to manufacturer's fault or designing errors can be replaced without charge if it is returned to us within the indicated guarantee period.

18.Mobile phones

All Digicel mobile phones sold by our authorized dealer are network-locked. Customers are prohibited to remove the lock or have this removed by third parties without explicit permission of Digicel.

Removal of the lock can be considered as default which results immediately in rescission of the Mobile Service Agreement and which give Digicel the right to claim damage. The damage will be estimated on the subscription costs for the remaining subscription period, increased with the purchasing price of the mobile phone.

19.Report duty

The mobile phones and SIM cards are the customer's responsibility. The customer shall take all precautionary measures for the protection thereof. He shall immediately report the loss, theft, damage or unauthorized use of his phone and/or SIM card and shall confirm this to us in writing. The customer remains responsible for all surcharges and costs related to and/or made through his SIM card, including all costs for the unauthorized use thereof. If the customer has previously already given a third party permission to use his handset and/or SIM card and has withdrawn the permission afterwards, the customer shall remain responsible for all surcharges and costs made through the use thereof, until we have received notification thereof.

20.Settlement of unlawful costs

Digicel shall be notified of unlawful costs indicated on the invoice. The customer shall remain responsible for the unlawful costs on the invoice which have to be fulfilled per the expiry date. We shall conduct an investigation with regard to the unlawful costs and shall inform the customer of the results thereof. Non-payment of unlawful costs after completion of the investigation may result in termination of the services. If the unlawful costs are indeed calculated by mistake, the amount shall be credited on the account of the customer.

21.Dispute settlement

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

22.Customer obligations

By signing the application, the customer has agreed to the following:

- a. he shall submit valid proofs of identity that are acceptable to us;
- b. he shall only make use of GSM apparatus and facilities as recommended by Digicel for the network and he shall observe the laws and regulations applicable to the use thereof;
- c. he shall make use of our technology when made available to him under the conditions indicated by us;

- d. five (5) days prior to invoicing, he shall notify us in writing of any changes in his customer data, contact information or financial data;
 - e. he shall observe the laws and regulations applicable to this network and these services;
 - f. he shall follow our reasonable instructions with regard to the use of the apparatus, mobile phones or services provided by us;
 - g. he shall immediately notify us in case his apparatus and/or SIM card is lost, stolen or damaged and confirm this to us in writing. We shall, at payment,
 - h. replace the SIM card of the customer;
 - i. he shall fulfill all reasonable requests made by us or by other parties made on our behalf, in particular with regard to investigations of fraud or other violations, or where such is required by law or in judicial actions.
- he shall not export the mobile phone (or have such exported) from Suriname or commercially trade such for his own profit.
 - he shall only use the mobile phone and SIM card in Suriname; this does not, however, apply to cases in which our roaming services are used.

If the company deems it necessary to apply its rights, in conformity with this agreement, in any judicial action, the customer shall compensate us for all costs, including reasonable costs for legal assistance as a result of such judicial action.

23.Apparatus and connection to the network

Only apparatus approved by us shall be used by the customer for connection to the services. The company may from time to time specify which type of apparatus may be connected or used by the customer with regard to the services. Upon first claim, the customer shall immediately disconnect each part of apparatus or telephone not approved by us or which does not meet our specifications, from the network. The customer shall in no case tamper with any apparatus delivered by us for use with the services. We are not responsible for the maintenance, repair or status of apparatus or telephones which are not property of Digicel. The customer shall see to it that all apparatus and telephones used or connected on the network, are in a proper state of maintenance.

24.Term of Service

By signing the application form, the customer agrees to a service period as specified on the Digicel mobile service agreement.

If customer does not notify Digicel in writing that he wants to cancel his mobile service agreement after his service period, the agreement is extended automatically and will continue for an indefinite period until the customer informs Digicel in written that he wants to cancel his service.

If the customer decides to cancel the service before his contract term ends, the customer is obligated to pay the subscription fee for the remaining months of the contract period and also the outstanding bills to Digicel. Cancellation of the service can be done, prior to thirty days notice, in writing to Digicel.

25.Suspension and termination

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

- j. if any information provided by the customer appears to be false or misleading;
- k. if the customer does not observe and/or violates these Conditions;
- l. if interim inspections, applications and/or maintenance of the network is necessary;
- m. in case of non-payment of outstanding amounts in conformity with this agreement;
- n. if the customer does not comply with the credit inspections that may be carried out from time to time;
- o. if we may reasonably presume that the customer is not able to pay the costs;
- p. if the customer notifies us that his Digicel handset and/or simcard is/are lost or stolen;
- q. if we may reasonably presume that services have been obtained through fraudulent actions or that fraud or unauthorized use of the Digicel mobile phone or SIM card of the customer is taking place against us or third parties;
- r. if the customer infringes on the network or on any other apparatus of the company;
- s. if the customer conspires to defraud the company;
- t. if the customer uses the SIM card for commercial gain;
- u. if, in our opinion, the customer performs actions that are or can be harmful for the functioning of the network or the company (including but not limited to actions that cause stagnation);
- v. if, in our opinion, services provided to the customer endanger the functioning of the network or cause damage thereto or enable others to commit any of the previously mentioned actions with his apparatus or commit any action that is not in compliance with the applying legislation and regulations;
- w. if we are not able to provide the services to the customer;
- x. if the customer performs actions to evade or avoid payment of costs;
- y. if, in our opinion, the customer commits actions that should result in avoiding or evading payment of lawful costs or in defrauding the company;
- z. if the customer commits actions that should result in bypassing the services.

If the access of the client is interrupted or suspended due to one of the circumstances described above, we are in no way compelled to provide services to the customer. In this case, we preserve the right to charge costs for reconnection to the network. If the customer refuses to accept the Service Conditions, we preserve the right not to reconnect the customer.

26.Exclusion from liability

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

- aa. suspension or not being available of any service;
- bb. suspension or termination of the agreement;
- cc. interruption of or getting no connection when making calls with and to the apparatus;
- dd. interruption of or getting no connection due to neglect of third parties;
- ee. calls to and from the apparatus are tapped or intercepted by third parties;
- ff. data/information sent to and from the apparatus is changed or gets lost. We are not liable against the customer for claims resulting from our disability to provide the services due to circumstances outside our influence sphere, including but not restricted to, *force majeure*, state enemies actions, weather conditions, irregularities, company strikes, wars, government campaigns, actions or neglect of other telecommunication carriers, neglect or incapacity of third parties.

Digicel, her related and affiliated companies, their respective officials, commissioners, managers, employees, lawyers, insurers, successors and assignees, are not liable for or with regard to consequences, claims, legal actions, judicial action, legal matters and causes for judicial action (notwithstanding in conformity with the law or in all reasonableness related to sorrow), rights of distraint, debts, damage, fatal incidents, losses or injury (notwithstanding material or personal damage, company damage or other damage), judicial sentences, liabilities, costs of whichever nature, notwithstanding known or unknown, presumed or not (collectively called 'claims of whichever nature') resulting from or related 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, by or via our network and/or apparatus. In case we offer goods and/or services as agents of a main provider, we cannot be held liable or responsible against the customer for the functioning, profit loss, emotional or mental sorrow or disappointment or delivery thereof by such providers as long as we have identified the providers at the customer and ourselves as agent. Nothing in this agreement shall restrict our liability with regard to (a) fraud or other criminal actions, (b) personal injury or

decease caused through our negligence or, (c) any other liability that cannot be restricted or excluded by law.

27. Indemnity

The customer shall indemnify us against the following:

- gg. all damage or injury caused to the services and/or network as a result of his negligence or failure to comply with the obligations in conformity with this agreement;
- hh. all claims resulting from his actions or negligence in combination with the services provided by us.

28. 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, legality or enforcement of the other stipulations of this agreement or cause any harm thereto.

29. Customer information

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

It is your sole responsibility to satisfy yourself prior to using the service in any way that it is suitable for your purposes and up to date. The service and in particular prices are periodically updated and you should check the service regularly to ensure that you have the latest information.

30. Security

You acknowledge that you are responsible for ensuring that no unauthorized access to the service is obtained using your password and that you are liable for such activities conducted through your account whether authorized or not. A breach of these Terms by anyone to whom you disclose your password will be treated as a breach to you. In the event that your password becomes known to any unauthorized user you will immediately notify us of such failure or error. We reserve the right to change your password and account name at any time in our sole and absolute discretion and we will notify you of any changes by using the contact details that you have provided to us. If we consider that in our sole and absolute discretion that the username selected by you is inappropriate, we reserve the right to reject and prevent your use of such username at any time with or without notice to you.

31. Price validity

The price of a handset (hardware) is fixed at the date of purchase. Future purchases shall be subject to prices prevailing at that time.