

Scarlet One™

BROADBAND WIRELESS INTERNET



Fokkerweg 26, Suite 106
 Willemstad, Curaçao
 Netherlands Antilles
 P +599(9) 461 6063
 F +599(9) 461 8301
 info@scarlet.an
 www.scarlet.an

Sign-Up Form

DATE | | | | SOF

A. Personal Information

First Name:
 Last Name:
 Address:
 Building:
 Neighborhood:
 Apartment/House:
 ID Number:
 Place of employment:
 Period of employment:

Company Info. (required if business)

Company Name:
 Legal Representative:
 Address:
 Chamber of Commerce number:
 Main Phone:
 Alternative Phone:
 Mobile Phone:
 Fax:
 Email:
 Email for invoices:

B. Broadband Services

Scarlet One Packages			One time fees		Monthly Recurring Charges			
			Set up	Modem Purchase	Short Term	(1Yr)	(2Yr)	(3Yr)
Residential	<input type="checkbox"/>	(128/128)	75	375	<input type="checkbox"/> 135	<input type="checkbox"/> 125	<input type="checkbox"/> 115	<input type="checkbox"/> 95
Step-Up	<input type="checkbox"/>	(256/128)	125	375	<input type="checkbox"/> 225	<input type="checkbox"/> 175	<input type="checkbox"/> 165	<input type="checkbox"/> 145
Break Free	<input type="checkbox"/>	(256/256)	125	375	<input type="checkbox"/> 300	<input type="checkbox"/> 250	<input type="checkbox"/> 225	<input type="checkbox"/> 200
Unleashed	<input type="checkbox"/>	(512/256)	125	375	<input type="checkbox"/> 350	<input type="checkbox"/> 300	<input type="checkbox"/> 275	<input type="checkbox"/> 250
60+	<input type="checkbox"/>	(128/128)	75	375	<input type="checkbox"/> 105	<input type="checkbox"/> 95	<input type="checkbox"/> 85	<input type="checkbox"/> 75
Students	<input type="checkbox"/>	(128/128)	75	375	<input type="checkbox"/> 95	Modem Monthly Payment <input type="checkbox"/> 2 year contract 17.50 <input type="checkbox"/> 3 year contract 12.50		
Travelers*	<input type="checkbox"/>	(256/128)	*price per week		<input type="checkbox"/> 99			

Students and Short Term packages are available with the minimum of 3 months • Price only applicable with a purchase or Pre-financing
 Short term service requires NAF. 500 deposit and either credit card or prepayment in full for the entire term • Short term available to non-residents only
 Travelers require NAF. 500 deposit • Additional email account NAF. 10 per month • All prices are in NAF.

For Scarlet Use Only

CPEID#

E-mail
 @scarlet.an
 Password:
 @scarlet.an
 Password:
 @
 Password:

D. Charge Summary

Services	Qty	Price	Extended	Extended
Broadband Service			NAF.	Set-Up Fee NAF.
Modem Payment			NAF.	Modem Purchase NAF.
Voice Package			NAF.	Partial Month Prorated Recurring NAF.
Roaming			NAF.	First Month Recurring NAF.
Email			NAF.	Optional Equipment NAF.
			NAF.	NAF.
			NAF.	NAF.
O.B. 5%			NAF.	O.B. 5% NAF.
Total Fixed Monthly Recurring			NAF.	Total One-Time Non-Recurring NAF.

For Internal Scarlet Use Only

Sales Manager Approval

Technical Manager Approval

Finance Manager Approval

E. Credit Card (Authorization for Automatic Charge)

I hereby authorize, the company Scarlet N.V., to charge my credit card: Visa MC issued by (bank name) _____, with card number: _____
 expiring on: | | , with security code: _____ the total one-time charges, recurring monthly charges and other contract charges.

F. Bank (Authorization for Automatic Withdrawal)

Undersigned: _____ STARTING DATE | |
 hereby gives authorization to Scarlet N.V., Fokkerweg #26, to automatically withdraw the amount of the monthly invoice from his/her bank account for telecommunication services (voice and/or data) rendered. MCB RBTT GIRO BDC Other: _____
 Account number: _____

I hereby accept all terms & conditions indicated in this Agreement including the Scarlet One Terms & Conditions on the back of this Sign-Up form

Authorized signature _____ Sales Representative

Customer name _____ Printed name

Scarlet Products and Services Agreement Scarlet One Terms and Conditions

1. **AGREEMENT.** This is an agreement between Scarlet N.V. and you ("Customer") to provide Scarlet One communications services ("the Service"). The Service includes broadband Internet access, and value-added voice services may be included. Additional features to complement the Service may also be available as part of the Service subject to the terms and conditions governing the supply of those products as featured on our website. By establishing an account, using the Service or equipment, or indicating agreement through the software or website, or by signing this contract, you agree to be bound by these terms and conditions and to use the Service in compliance with the Scarlet Products and Services Agreement; Scarlet Acceptable Use Policy, and Scarlet's rate tables ("the Agreements") which can be found by going to Scarlet's website. The Scarlet One "Sign-Up Form" forms a part of these terms and conditions.

2. **TERM.** The initial term of this agreement begins on your account billing start date and continues until the end of the fixed term you select. If you continue to use the service after the expiration of the initial term, the Agreement will renew for an additional term of the same length as the previous term. After end of the initial term, Scarlet reserves the right to change the price of the Service at any time upon 30 days notice on its website.

3. **BROADBAND SERVICE.** The Service is based on and delivered by non-line-of-sight wireless microwave technology, but is not available in some areas that are inaccessible to the transmission equipment because of topography, obstructions, or distance. To qualify for Service, the equipment must be located to meet the Scarlet standards for signal quality and throughput. The Service includes:

- Broadband Internet access service selected on the Sign-Up Form with a non-fixed IP address.
- Other services selected on a Sign-Up Form or Service Order Form
- Use of one broadband modem to be purchased by Customer "Equipment".

The Service speed can vary depending on your location, the location within the building relative to the nearest Scarlet broadcast location, Internet traffic, and other factors beyond the control of Scarlet. Scarlet provides the Service on a "best effort" standard and does not guarantee upload or download speeds - the speeds indicated in the individual service descriptions are maximum speeds. You are responsible for maintaining a basic level of security on your computer against computer viruses and other possible security problems. Scarlet is not responsible for ensuring the data you access or make available through our Services will be private, secure or free of anything which may damage your equipment or data. Scarlet may, at its sole discretion, suspend your service without notice if there is a possibility continued operation of your service may negatively impact the Scarlet network.

4. **COMMISSIONING.** The Service is designed for Customer to self-install. Customer shall be responsible for initial installation. Scarlet shall provide phone technical support as needed to assist in commissioning, and if necessary, will schedule an installation service call at no additional charge. Customer is responsible for calling Scarlet technical support to complete installation by going through a series of tests for signal quality and signal strength. Failure to complete the technical testing within three (3) business days shall void the Customer's right to cancel Service within the first 30 days as provided in provision #7 below.

5. **INVOICING AND PAYMENT.** Recurring monthly charges are invoiced at the beginning of the calendar month; usage-based charges are invoiced at the end of the calendar month. During the calendar month following each usage month, Scarlet will email Customer a statement of account listing outstanding invoices and showing payments withdrawn. Payments by automatic withdrawal will be made between the 25th day of the usage month and the 10th day of the following month at Scarlet's discretion. Initial payment at signing of this Agreement will include one-time set-up fee, an equipment purchase or lease fee, prorated recurring charges for first partial month plus payment for the first full calendar month following date of sign up, and all other non-recurring charges (such as optional equipment). All fees are exclusive of taxes which will be added to the charges.

For individual accounts, charges are billed to your credit card or withdrawn directly from your bank account each month for the Service and any additional usage or services. Scarlet is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Scarlet. You must provide accurate billing information including legal name, address, telephone number, email account, and billing account information for credit card or bank auto-withdrawal, and report all changes to this information immediately. Customer is responsible for ensuring that all payments are made in a timely manner, including ensuring that adequate funds are available to cover payments due under this contract, and for making payment by other means if the Automatic Withdrawal payment does not clear for any reason. You agree that: (a) We will invoice you monthly until termination of the contract on approximately the same day each month following your commencement of the Service. Scarlet will automatically charge the invoiced amount to your nominated credit card or bank account on your monthly billing date, plus any unpaid amounts due under this contract. This invoiced amount will include monthly charges for service, and charges for any additional features purchased. It will also include any ancillary charges incurred by you in advance of your invoice being issued. (b) We are entitled to charge your credit card or bank account at or after termination for any outstanding fees you may owe us, including any applicable termination fees.

Questions regarding charges to an account should be directed to Scarlet's Customer Service Department at +599 (9) 461-6063. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old. Any account more than 30 days past due will automatically be charged for any balance owed on the Equipment. Individuals paying by check, cash or transfer must pay for the Equipment in full at the time of sign-up and must prepay for Service two months in advance, which amount may be adjusted based on estimated monthly billing as determined solely by Scarlet, and all payments for services are due on the 25th of the month in which the charges are incurred. Corporate accounts with good credit histories may qualify for payment by check or transfer. Customer will be responsible for all costs incurred in collecting payments that are in default.

6. **EQUIPMENT.** Equipment is specifically programmed for the Scarlet One service and does not function on any network other than Scarlet's exclusive licensed frequency in Curacao or other Scarlet One roaming locations, if any. Scarlet is providing Equipment to you for your use of the Service. If it's necessary to replace your modem or any other equipment sold to you by Scarlet or a Scarlet Reseller, we will replace the faulty equipment at no cost to you during the first year. Customer is responsible for safe-guarding the Equipment against damage or loss. Customer shall be responsible for cost of repair or replacement of any Equipment from any cause other than manufacturer defect, including any abuse, misuse, neglect, mishandling or

misapplication; any accident by you or a third party; any improper maintenance or service, including opening of the modem case by anyone but our authorized technicians or connection to external antennas that are not approved by us; or any unusual hazards affecting the modem or failure to provide a suitable environment for the modem (including for example exposure to excessive humidity, heat, cold, dust, food, liquids, magnetic or electromagnetic interference, or incorrect power voltage). Scarlet shall charge you any balance due for Equipment that is lost, damaged, or not returned. Equipment casing is sealed and must not be opened by Customer - breaking the seal will constitute damage under this clause, and shall result in immediate charging of Customer's account for the equipment and voiding of the warranty.

7. **30-DAY TRIAL, CANCELLATION, TERMINATION, SUSPENSION.** You have 30 days to try your service to ensure satisfaction. If you cancel your account and return all equipment in good working order in its original packaging within 30 days of service commissioning date, Scarlet will refund all fees incurred to date, excluding the set-up fee. Scarlet will not refund any fees if Service is cancelled more than 30 days after commissioning date.

To cancel the Service you must call Curacao number +599 (9) 461-6063 and speak to customer service or email the Customer Service Manager and receive a confirmation email response or phone call. All leased equipment must be returned before the Agreement is terminated and charges cease.

You may cancel the Service prior to the end of the contract period by following the steps outlined above and paying Scarlet the difference between the lower rate you received by committing to a specific term and the higher rate you would have received had you contracted for the term actually used, plus an early cancellation fee equal to three months billing at the originally contracted rate. Scarlet may terminate this Agreement and suspend your use of the Services for any reason, including, without limitation, if Scarlet, in its sole discretion, believes you have violated the Agreements or if you fail to pay any charges when due. Scarlet may suspend service without notice if payment is not made on time. Resuming service will require payment in full for all due amounts, and may require a re-activation fee and payment in full for Equipment. Any termination notice will be by email to the address you provided on the Sign-Up Form. All notices to you shall be deemed effective on the first (1st) day following the date of the email. Payment obligations and obligations to return Equipment survive termination or cancellation.

8. **INSTALLATION AND MAINTENANCE.** Scarlet will provide Basic Installation assistance either by phone or, if necessary, by means of a technical service call as part of the initial Service commissioning. "Basic Installation" of the broadband service includes provisioning of a Scarlet One modem on a single computer in a single location acceptable to the Customer. Basic Installation may include the installation of optional equipment purchased or leased from Scarlet to be installed at the time of initial commissioning. Basic installation of an external antenna includes mounting on a window by means of suction cups provided. External installations may incur an additional set-up charge based on time and materials required.

You acknowledge that this is a fixed-location service and that moving to another location or a new location within your home or office may cause loss of Service and require the service to be re-provisioned at the new location. Customer will be charged for service calls for reinstallation or re-provisioning.

Scarlet shall be responsible for ensuring continued operation of Equipment purchased by the Customer for a period of 90 days following purchase of the Equipment, after which time a service fee will be charged. Scarlet is not responsible for maintaining or ensuring continued operations of other equipment such as switches, hubs, routers, printers, additional computers, wireless access points, cabling, or any other equipment ("Customer System") other than the Scarlet One modem. Scarlet may, at its discretion and at Customer cost based on Scarlet's technical service rate schedule (see website), provide technical services and assistance for the Customer System.

Scarlet will make its best effort to provide the Service. Because of the complex nature of broadband services, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, Scarlet may cancel the installation process and refund any money that you have paid. Scarlet shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service. Scarlet, in its discretion, may replace equipment at no cost to you in the event of manufacturer defect or upgrade, or for any reason. Scarlet may install new, used, upgraded or refurbished equipment. Scarlet reserves the right to upgrade the firmware in the equipment remotely without notice.

9. **USE OF SERVICE.** Services being provided by Scarlet are for the personal and/or business use of the Customer as an end-user. Services are not to be resold by Customer to third-party users; that is, Customer is not to act as a wholesaler, reseller, or service provider. Service is subject to a fair use policy, with the understanding that Services are being provided on a shared network, and that the Service and pricing for Service assumes a normal usage pattern for the Customer, whereby Customer is not continuously or constantly transferring large files and using a disproportionate share of the network. Violation of any usage guidelines as described herein may result in suspension or cancellation of Service as provided in Section 7 above.

10. **DISCLAIMERS.** THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER USES THE SERVICE ENTIRELY AT OWN RISK. UNDER NO CIRCUMSTANCES WILL SCARLET BE RESPONSIBLE FOR ANY DAMAGES IN EXCESS OF THE USAGE FEES PAID BY THE CUSTOMER. FULL DISCLAIMER IS AVAILABLE ON SCARLET'S WEB SITE.

11. **MISCELLANEOUS.** This Agreement can not be transferred by Customer. This Agreement, the Acceptable Use Policy, and Scarlet's other Agreements and policies posted on Scarlet's Web site constitute the entire agreement between you and Scarlet with respect to your use of the Service. Scarlet may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on Scarlet's Web site (www.scarlet.an). If a variation is substantially to your detriment, we will make reasonable efforts to notify you of the change and we will allow you the option of terminating the Services without penalty. This Agreement is governed by Netherlands Antilles law. The Court in First Instance of the Netherlands Antilles, seat Curaçao and any appellate court or courts therefrom shall have exclusive jurisdiction to hear any and all disputes arising under, pursuant to and/or in connection with this Agreement. In the event that any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement will remain valid and shall be enforced according to its terms.