

Scarlet Products and Services Agreement Scarlet One & Scarlet Everywhere Terms and Conditions

- 1. AGREEMENT.** This is an agreement between Scarlet B.V. and you ("Customer") regarding our provision of Scarlet One communications services ("the Service"). The Service includes broadband Internet access, and value-added options. 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 site. The Scarlet One "Sign-Up Form" forms a part of these terms and conditions.
- 2. TERM.** Except as explicitly permitted by this agreement, you're agreeing to maintain your chosen service package for your minimum term. (Periods of suspension of service don't count towards fulfillment of your minimum term.) After that, you'll become a month-to-month customer under this agreement. The initial term of this agreement begins on your account billing start date and continues until the end of the fixed term you select. After the 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 using equipment provided by or approved by Scarlet. Service 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 leased or 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. 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 operation of service.
- 5. INVOICING AND PAYMENT.** Usage months are based on calendar months. Fixed recurring monthly charges as specified on the Scarlet One Sign-Up Form are due and payable on or before the beginning of the usage month; usage-based charges are invoiced at the end of the usage month and due and payable within 30 days. Between the 8th and 20th of each usage month Scarlet will either notify Customer by email that your online invoice is available for viewing and printing or send by email or postal service an invoice and/or a statement of account listing outstanding invoices and showing payments due. A monthly fee may be charged for customers requiring the mailing of a hardcopy invoice. Payments by automatic withdrawal for Service will be made between the 25th day of the month preceding the usage month and the 10th day of the usage month at Scarlet's discretion, and may be up to a week earlier in December. Initial payment at signing of this Agreement will include one-time set-up fee depending upon package, an Equipment lease or purchase 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. Government license fees apply and are added for certain wireless and voice Services. Scarlet may from time to time waive or reduce fees as part of a limited time sales promotion.

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. 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. Scarlet may require a recent bank or credit card statement from the account from which funds will be withdrawn and/or a bank reference letter. 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. 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 agree that: (a) 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. Corporate accounts with good credit histories may qualify for payment by check or transfer. Individuals may also apply for self-payment option subject to paying, at Scarlet's sole determination, an extra monthly fee and/or a security deposit which will be refunded at termination of agreement after withholding any amounts due.

Questions regarding charges to an account should be directed to Scarlet's Customer Service Department at +599 (9) 766-0000. 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. Customer will be responsible for all costs incurred in collecting payments that are in default, including collection agency and legal fees. Scarlet may charge interest on unpaid overdue amounts of 1.5% per month or the maximum allowed by law, whichever is lower.

- 6. EQUIPMENT.** Equipment is specifically programmed for the Scarlet One service and may not function on any network other than Scarlet's exclusive licensed frequency in Curacao or other Scarlet One roaming locations, if any. Leased Equipment shall be leased for the term of this Agreement, in which event Scarlet shall own the Equipment. Customer must return leased Equipment at the end of the period or pay Scarlet the retail price for the Equipment of ANG 400. 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 for the retail price of ANG 400 for Equipment that is lost, damaged, or not returned. Purchased Equipment carries a six-month warranty against defects in manufacturing.

- 7. 7-DAY TRIAL, CANCELLATION, TERMINATION, SUSPENSION.** You have 7 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 7 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 7 days after commissioning date. To cancel the Service you must fax (+599 (9) 461-8301 or email the Customer Service Manager (customerservice@scarlet.an) keep a paper copy of your fax confirmation or email. The Agreement shall not terminate and charges shall continue to accrue until all leased Equipment, if any, is returned or paid for in full. You may cancel the Service prior to the end of the contract period by following the steps outlined above and paying an early cancellation fee equal to two months billing for each full year or part of a year remaining on the contract. (For example, with 18 months left on contract, penalty would be equal to four months billing). 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. UPGRADES AND DOWNGRADES.** Upgrading to an equal or faster Service package with an equal or greater term than the time remaining on your existing contract may be done at any time by paying a contract change fee and entering a new service agreement. Downgrading to a package with an earlier termination date or to a lower service level requires cancelling the existing package as provided in Section 7 above, then entering into a new service agreement.

- 9. INSTALLATION AND MAINTENANCE.** Scarlet will provide Basic Installation assistance by phone. "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, at Scarlet's discretion on a case-by-case basis, include the installation of optional equipment purchased or leased from Scarlet to be installed at the time of initial commissioning. Moving to another location or a new location within your home or office may cause a change or loss of service. You will be charged for service calls for reinstallation or re-provisioning.

Scarlet will maintain and/or replace as necessary leased equipment for the term of this Agreement, provided the customer brings the Equipment to Scarlet premises. Scarlet will charge for service calls. 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 reserves the right to upgrade the firmware in the equipment remotely without notice.

- 10. 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 frequently transferring large files and using a disproportionate share of the network. Violation of any usage guidelines as described herein may result in partial suspension or limitation of Service or complete suspension or cancellation of Service as provided in Section 7 above, or Scarlet may notify Customer that continued Service may require additional usage fees.
- 11. 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.**

- 12. MISCELLANEOUS.** This Agreement cannot be transferred by Customer without Scarlet's approval. 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 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 Curacao 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. You represent that you are at least 18 years old and have the legal capacity to accept this agreement. If you're ordering for an organization, you're representing that you are authorized to bind it, and where the context requires, "you" means the organization.