



FIXED INTERNET Service Agreement

JORDAN VILLAGE

| | | |
|---|---|---|
| GENERAL INFORMATION (please write info in PRINT / BLOCK LETTER format) | | |
| CURRENT ACCOUNT NUMBER (IF APPLICABLE): | | |
| First Name: | | Last Name: |
| Gender: <input type="checkbox"/> M <input type="checkbox"/> F | Date of Birth: DD / MM / YY | |
| BILLING ADDRESS | | INSTALLATION ADDRESS |
| Phone: | | Cell: |
| Billing Email: | | |
| USERNAME: LIST EMAIL ADDRESS - OPTIONAL | | PASSWORD: LIST PASSWORD - OPTIONAL |
| MONTHLY PLANS - FIXED INTERNET | | |
| <input type="checkbox"/> internet@home 10 UP TO 10Mbps Download/ 3Mbps Upload \$65 | <input type="checkbox"/> internet@home 15 UP TO 15Mbps Download/ 5Mbps Upload \$95 | <input type="checkbox"/> internet@home 20 UP TO 20Mbps Download/5Mbps Upload \$125 |
| <input type="checkbox"/> internet@home 25 UP TO 25Mbps Download/ 5Mbps Upload \$180 | <input type="checkbox"/> internet@home 40 UP TO 40Mbps Download/ 5Mbps Upload \$235 | <input type="checkbox"/> internet@home 50 UP TO 50Mbps Download/10Mbps Upload \$290 |
| CONNECTION FEE* (NON REFUNDABLE) \$50 <small>*if modem/ONT equipment is already installed in unit</small> | | |

This is an agreement between New Technologies Group N.V. (NTG N.V.), dba CaribServe, and YOU (Customer) to provide Broadband Services. By establishing an account, using the Service, using NTG N.V. -provided software, using the equipment or indicating agreement through the software or website, you agree to be bound by this Agreement, including future revisions and to use the Service in compliance with the current NTG N.V. General terms and Conditions and Acceptable Use Policy (AUP) available on www.uts-ec.com or upon request.

By signing below and initialing the General Terms & Conditions, I agree to adhere to all the terms and conditions of this agreement.

Signature

Full Name

Date DD / MM / YY

St. Maarten Office:
2 Codville Webster Road
Philipsburg, St. Maarten,
Phone: +(1-721) 542-4233
Fax: +(1-721) 542-4229
Chamber of Commerce # 010230

Saint Martin Office:
24 Rue de la Republique, Marigot
97150 Saint Martin, FWI
Phone: +(590) 590 510 658/59
Fax: +(590) 590 510 661
N° de Siret: 44804045100016

EMAIL COMPLETED FORM TO: INFOSXM@UTS.SX

1. Interpretation and applicability

1.1 Definitions

| | |
|---------------------|---|
| "Account" | Each and any account of the Customer with CaribServe to which the GTC have become applicable. |
| "AUP" | Acceptable Use Policy, applicable to the GTC and Service Agreement(s). |
| "CaribServe" | New Technologies Group N.V., a limited liability company established in Sint Maarten or New Technologies Group S.A.R.L, a limited liability company established in Saint Martin, Overseas Collectivity of the French Republic ("Saint Martin"). |
| "Communication" | The transmission of data from one computer to another, or from one device to another. |
| "Content" | Textual, visual or aural content that is encountered as part of the user experience on websites. It may include, among other things: text, images, sounds, videos and animations. |
| "Customer" | Natural person or corporate entity domiciled or established in either Sint Maarten or Saint Martin to whose legal relationship with CaribServe the GTC are applicable. |
| "GTC" | This general terms and conditions applicable to the AUP and Service Agreement(s) between CaribServe and Customer. |
| "Installation" | Installation of CaribServe required equipment in the apartment / home / office. |
| "Internet" | The world---wide collection of private and public router---based networks that are interconnected via gateways and exchange points, and which all utilize TCP/IP protocol suite. |
| "Services" | Means Internet service provided by CaribServe allowing the Customer to access the Internet via CaribServe's network, including any such additional services as may be provided by CaribServe or as may be subscribed to by the Subscriber. |
| "Service Agreement" | The agreement between CaribServe and Customer in relation to the provided and selected Services |
| "System" | Interconnecting network |

1.2 Applicability

- a. The GTC together with the AUP apply to all present and future legal relationships between CaribServe and Customer, including all Service Agreements, Accounts and any other agreement entered into by Customer and CaribServe.
- b. In the event of a conflict between the GTC and any terms, conditions or provision applicable to the Services provided by CaribServe, or applicable under any specific agreement entered into between Customer and CaribServe, the GTC shall prevail.
- c. Customer is bound by the terms and rules of any third parties servers, networks or Systems that is used or accessed by Customer with his account.

2. Services

- 2.1 Services will be provided in exchange for recurring payment of subscription fees and full compliance with the GTC. Customer has no right to assign, lease, rent, transfer or resell Services or any portion thereof with any other party in any way.
- 2.2 Customer bears full responsibility for communications and/or content provided via his account and all charges to his account.
- 2.3 Customer shall be responsible for all conduct and content transmitted or stored using his account, with or without his knowledge or consent.
- 2.4 Customer protects and maintains the security of his account, password(s), files and data, network and user access, and any information and messages transmitted or provided via his account and any other Internet service.

3. Communication

- 3.1 CaribServe reserves the right to provide information by sending newsletters via either electronic means or via regular post mail.

4. Compliance with AUP and Laws

- 4.1 Customer shall comply with AUP, as well as with all laws applicable.
- 4.2 When CaribServe has reason to suspect any violation of the Agreement, or AUP CaribServe may, at its sole discretion, investigate the assumed violation or take such other action, as we deem appropriate under the circumstances. Such an investigation may include, but is not limited to, gathering information in relation to Customer, examining the content of personal electronic communications, web pages, and any other data or files in connection to the Account.
- 4.3 Customer shall cooperate with the investigation.
- 4.4 During the investigation CaribServe may suspend account access and remove or deny access to files and data.
- 4.5 In the event that CaribServe has determined that the Agreement or AUP has been violated, it may take enforcement measures. Such enforcement is at CaribServe's sole discretion and may include, without limitation: (i) notices and/or warnings in the event of future violations, (ii) suspension or termination of any or all Services without further notice, (iii) removal of any or all messages, files and/or data stored on or transmitted via the Account.
- 4.6 All costs and damages related to the violation will be charged on Customer's account. Payment hereof shall be made within 30 days after billing date. If payment has not been received within 30 days after billing date, CaribServe may debit Customer's credit card with the total amount due.
- 4.7 CaribServe reserves the right to restrict or prohibit access to any part of its System, in order to protect its interests, the interests of the majority of its customers and to maintain consistent availability of the System.

5. Service and Rate Changes

- 5.1 Due to the changing nature of various factors affecting technology, telecommunications and the Internet, CaribServe may, at its sole option, decide to change Services and/or rates from time to time. CaribServe reserves the right to change or discontinue Services at any time upon 15 days' notice. Notices may be given electronically via e-mail or by posting on the CaribServe website and shall be deemed given when sent or posted.
- 5.2 In the event of a service and/or rate change Customer has the right to terminate the Agreement unless the Agreement is for a certain period of time. Customer shall notify CaribServe in writing of such a termination within seven (7) days after the service and or change rate has been notified.

6. Minimum Age Requirement

- 6.1 Customers must be at least eighteen (18) years of age

7. Pricing and Billing

- 7.1 Customer shall provide CaribServe with complete and accurate billing information and shall update this information within 10 days of any change. Caribserve shall not be held liable for any consequences resulting from incorrect or outdated billing information. Such billing information includes, without limitation, Customer's legal name, address, telephone number(s), e-mail addresses and credit card number. Providing false billing information shall be cause for immediate and permanent termination of the Agreement.
- 7.2 The Service is a PREPAID service, meaning that subscription fees are due before the upcoming service period. CaribServe will send an electronic invoice via email one week prior to the payment due date.
- 7.3 The date on the electronic invoice represents the payment due date. The amounts on the electronic invoice are in US Dollar currency.
- 7.4 All fees in relation to the Services are excluding applicable taxes. All applicable taxes shall be paid by Customer.
- 7.5 Any amount due shall be paid to CaribServe. Payments can be made in US Dollar, Euro or in the official currency of Sint Maarten by cash, check, credit card, debit card or via a standing order with the bank. Automatic credit card payments are accepted in combination with the pre-authorized credit card form provided by CaribServe.
- 7.6 CaribServe accepts the following credit cards: VISA, MasterCard and Discover. CaribServe will accept Maestro as debit card. In Saint Martin "Carte Blue" will not be accepted.

8. Delinquent or non-payment

- 8.1 CaribServe may suspend the Service immediately and without notice if Customer is in default of payment of any outstanding amount due. In such an event, the Service will not be restored until the amount due as well as the reconnection fees are paid in full. Further, CaribServe shall have the right to offset any amounts due by Customer which are not paid when due, against any amounts owed to Customer by CaribServe or any of its affiliates, if any, pursuant to any other agreement or arrangement.
- 8.2 Accounts that are delinquent by more than 30 days may be purged from the System without notice and without recourse to the account holder for any lost files or data stored on CaribServe Systems.
- 8.3 The outstanding amount due on any account purged from the System remains due and may be sent to collections if not paid in full. The outstanding amount due will accrue interest at the rate of 1% per month until paid in full. In addition CaribServe shall charge Customer collection costs at the rate of 15%.
- 8.4 CaribServe will not release domain names for a customer with an outstanding amount due. CaribServe also reserves the right to hold any co-located servers or other equipment owned or otherwise placed and used by Customer on CaribServe's premises and not allow removal of such from CaribServe's premises until the outstanding amount due are paid in full. CaribServe may take any and all legal steps to use the proceeds of such servers and/or equipment to satisfy any outstanding amount due.
- 8.5 CaribServe reserves the right to charge a service reconnection fee to reinstate suspended accounts.

9. Privacy

- 9.1 CaribServe will keep data enabling the identification of natural persons, no longer than necessary for its purposes.
- 9.2 CaribServe will carry out appropriate technical and organizational measures to ensure the protection of personal data against unlawful processing and loss.

10. Disclaimer of warranty and limitations of liability

- 10.1 CaribServe provides the Service on a "best effort" standard and does not guarantee upload or download speeds.
- 10.2 CaribServe cannot and does not guarantee the confidentiality or security of any Customer information, stored in, Customer's computers, or elsewhere.
- 10.3 All use of the services provided by CaribServe is at the Customer's own risk.
- 10.4 CaribServe exercises no control whatsoever over the availability of information or over the content of the information passing through its System and specifically denies any responsibility for the accuracy or quality of information obtained or transmitted through its services.
- 10.5 CaribServe will not be responsible for any loss or inaccessibility, or the consequences of any loss or inaccessibility of data resulting from delays, non-deliveries, miss-deliveries, service interruptions or disconnection howsoever caused, whether caused by CaribServe, or any other person or entity.
- 10.6 In no event shall CaribServe be liable to the customer for consequential, special or indirect losses or damages sustained by customer or any third parties in using the service or accessing the Internet howsoever arising and whether under contract, tort or otherwise (including, without limitation, third party claims, loss of profit, loss of customers, or damage to reputation or good will).
- 10.7 CaribServe shall not be liable to Customer for any loss or damage sustained by Customer, its Customers or end users, by reason of any failure in or breakdown of CaribServe's communication facilities or those of Customer or third parties associated with providing the regarded services, or for any interruption, or degradation or the services whatsoever shall be the duration or the cause of such failure, breakdown, interruption or degradation.

11. Force Majeure

- 11.1 CaribServe shall not be liable to the Customer for any losses or damages, either direct, indirect or otherwise sustained by reason of any failure in or breakdown of services or facilities herein provided for, or any interruption of the service, whether caused by act of God, insurrection of civil disorder, war or military operations, national or local emergency, acts of any governmental authority, industrial disputes, fire, inclement weather, or other causes beyond the reasonable control of Caribserve.

12. Responsibility

- 12.1 Customer shall be solely responsible for providing, at its own costs and expense, the equipment, material, software and facilities that are required to enable connectivity to the service, at the entire exoneration of CaribServe.
- 12.2 Caribserve is not responsible for the equipment once this has been paid for by the Customer. The purchased equipment is the property of the customer. As such it is the responsibility of the customer to safeguard this equipment from any damage due to natural disaster, third party, electrical fluctuation, negligence or any other reason.

13. Assignment

- 13.1 The Customer may not assign or transfer the Agreement without the prior written consent of CaribServe.
- 13.2 CaribServe may assign or transfer the Agreement to any affiliated entity or successor in interest of CaribServe, whether by merger, consolidation transfer of all or its assets or otherwise. The Customer will be notified in writing 30 days prior to such assignment or transfer. Customer shall not have the right to dissolve the Agreement unless such a transfer or assignment takes place in a manner referred to in section 3 of title 2 of Book 6.

14. Termination by Caribserve

- 14.1 CaribServe may terminate the Agreement immediately and without written notice in the event of any of the following:
 - a. If the Customer is in default in the payment of any amount due.
 - b. If the Customer is declared bankrupt or judicially determined to be insolvent or fallen into a situation of suspension of payments.
 - c. If any representation or warranty made herein by Customer shall prove at any time to be materially incorrect as of the date made.
 - d. If Customer violates any part of the Agreement.
- 14.2 All open amounts will still be still due upon a termination.

15.1 Miscellaneous

- 15.1 Connectivity is provided for Customer and is additionally authorized for use by Customer' employees or household only.
- 15.2 All persons and entities using the connection provided by CaribServe to Customer bear the same responsibilities as Customer under the service agreement, but Customer shall be fully responsible for any person or entity's use of the connection supplied by CaribServe to Customer.
- 15.3 Use of the connection by an unauthorized person or entity is prohibited and shall be ground for termination of this agreement unless, such use is specifically allowed in writing by CaribServe.
- 15.4 CaribServe shall be entitled without prior notice, to close the System or to restrict the use thereof for the necessary maintenance of the Systems.
- 15.5 If Customer experiences problems with his Internet connection, CaribServe will provide free online support and if necessary, free on-site support after receipt of notification by customer. If the problem is determined to be a non-Internet issue or related to the subscriber's PC, CaribServe will be entitled to invoice the subscriber for the on-site support with a minimum of a \$35.

16. Deviation

- 16.1 Unless CaribServe explicitly agreed in writing to depart from the GTC, the GTC will apply to the Agreement.

17. Governing Law

- 17.1 The Agreement together with the GTC and AUP shall be governed by, and construed in accordance with the laws of Sint Maarten and shall be subject to exclusive jurisdiction of the courts of St. Maarten.

18. Modification

- 18.1 CaribServe may modify the Agreement and the GTC unilaterally at any time. CaribServe will send the modified Agreement and GTC to Customer per email. By continued usage of the Services, the Customer shall be deemed to have agreed to the modification.

Initial for acceptance: