

The consumer may cancel the agreement within 7 days as from subscription. In case of such cancellation, he will pay all Services used until date of cancellation, and, as the case may be, return all goods in original packaging.

1. DEFINITIONS

The terms and expressions used in these general terms and conditions will have the following meaning:

- **Acceptable Use Policy** or **AUP**: the acceptable use policy as published on 3StarsNet's web site <http://www.3starsnet.com>.
- **Customer** : the person or legal entity with whom the Agreement is entered into.
- **Agreement** : the agreement between Customer and 3StarsNet which consists of the following documents, if applicable: (a) the Service order, confirmation and appendices, (b) particular Service conditions, (c) these general conditions and (d) the AUP, documents which can be consulted on the web site <http://www.3starsnet.com>. Each document will form an integral part of the Agreement and is incorporated therein.
- **ATP** : Act of 14 July 1991 on trade practices and information and protection of the consumer.
- **3StarsNet**: NV 3StarsNet SA, with registered office at Gulledele 92, B-1200 Brussels, RPR/RPM Brussels, enterprise number VAT BE 0440.985.457.
- **Service** : the services provided by 3StarsNet to Customer under the Agreement.

2. OBJECT

- 2.1 This document determines the general conditions relating to the supply of services and sale of products by 3StarsNet to Customer. By ordering the Service or purchasing a product, Customer waives explicitly to apply its general conditions of purchase.
- 2.2 In the event of inconsistency between the documents the following order of priority shall apply: 1. the Service order, confirmation and any applicable appendices, 2. particular Service conditions, 3. these general conditions, 4. the AUP, except to the extent agreed upon in writing between the parties.
- 2.3 Any modifications or additions to the Agreement shall apply only after explicit agreement in writing by 3StarsNet.
- 2.4 3StarsNet reserves the right to modify these general conditions at any time. Such modifications may also apply to Agreements already effective. Modifications will be effective 30 days after notification or at any other time determined in the notification. To the extent that a modification is not acceptable for Customer, it may terminate the Agreement without penalty at the latest the last day of the month which follows the entry into force of the modifications.

3. SERVICES

- 3.1 3StarsNet will endeavour to provide the Service in accordance with the standards of the industry.
- 3.2 The delivery terms of a Service or product are only a best estimate. Customer is not authorized to claim damages or terminate the Agreement in case the delivery term will not be met.
- 3.3 3StarsNet reserves the right to modify the configuration of the network, the service equipment or passwords, provided that the quality of the Service will not significantly be deteriorated. 3StarsNet will endeavour to notify Customer in time of such a modification. 3StarsNet may, to

the extent necessary, suspend the Service for operational reasons or in the event of emergency maintenance.

- 3.4 3StarsNet will endeavour to take care of solid safety of the Service. 3StarsNet cannot, however, be held responsible for damage sustained by Customer and/or a user or third parties resulting of insufficient protection. In case Customer and/or a user notes or suspects that a third party accessed the Service illicitly, for example by using the password of Customer and/or the user, Customer will notify 3StarsNet within 5 working days. 3StarsNet rejects any kind of responsibility for damage resulting from such an illicit access to the Service.
- 3.5 3StarsNet places at the disposal of Customer a technical helpdesk accessible through number 070/27.28.29 for restoring disturbances and difficulties.
- 3.6 When Customer makes a call, Customer's calling line number will appear on the screen of the called party's device provided that Customer has not opposed transmitting such data. and that the device of the called party supports calling line identification presentation. If the called party is connected to another national operator, the phone number of the calling party will be passed on if a reciprocal agreement exists with such operator. Customer may oppose to the display transmission of the calling line identification by default (private number). In such case however, 3StarsNet will continue to transmit the calling line identification of Customer to the emergency services, even if the latter has opted for a private number. Customer can override the aforementioned default settings on a call by call basis if his telephone device supports such functionality. In the case of call forwarding, only the number of the initial connection through which the call is routed will be displayed to the called party. Customer can refuse anonymous calls through the paid option anonymous call rejection.
- 3.7 Customer may request to port his number allocated by another operator towards the 3StarsNet network or from 3StarsNet towards a third operator except for nomadic numbers. To this end, Customer will address to the operator which will import the number. The importing operator will take the actions necessary to transfer the number. During the time of transfer Customer may not be reached.
- 3.8 A VoIP Service by which a geographical number will be assigned allows Customer to reach the emergency services except in the event of disturbance of the electrical supply network. Customer recognizes that this VoIP Service will not be used in a nomadic way in order to prevent inter alia that the location of the caller will not be known for the emergency services. Customer will not relocate or activate the equipment at a location other than that mentioned in the Service order. Customer will be held liable for the costs associated with a useless intervention of the emergency services.
- 3.9 Customer expressly acknowledges that a nomadic VoIP Service will not allow Customer to reach the emergency services. 3StarsNet cannot be held liable for any personal injury, damage and expenses relating to the fact that the emergency services cannot be reached (in time).
- 3.10 3StarsNet reserves the right to modify the number assigned to Customer in the event of modification of the numbering plan or a decision of the regulator. In this case, 3StarsNet will endeavour to minimize the impact for Customer in so far as possible.
- 3.11 The duration of a call to a Premium Number with prefix 090X and per minute charging will automatically be barred after 10 minutes. Calls to a Premium Number

with prefix 905 will be blocked if charges will exceed 50 € per day (VAT included).

- 3.12 Customer is entitled to a free listing of its data in the white pages, as laid down by law.
- 3.13 3StarsNet shall in accordance with the relevant legislation transmit Customer data, as well as any updates, to the publishers of telephone directories and providers of directory assistance services, except in the case of a private number, or if Customer has reported that he does not want to be listed in any of those directories.
- 3.14 Customer is responsible for the accuracy of the information communicated to 3StarsNet. Any change to the data will be transmitted as quickly as possible to the databases of the white pages and the directory assistance services.
- 3.15 The directory assistance service provider that concluded an agreement with 3StarsNet will provide to anyone upon request by telephone or through the Internet, a non-private number, and, as the case may be, other data introduced in the database or destined for such purpose.
- 3.16 Customer that receives malicious calls may ask 3StarsNet for the identification of the number from which he was called. If the identification is technically possible, 3StarsNet will ask the holder of the number to refrain from making such calls. If Customer continues to receive malicious calls, he can call upon the Mediation Service of Telecommunications (Ombudsman). At the latter's request, 3StarsNet will communicate the identity and address of the holder of the number from which the malicious calls are made, in order to transmit to Customer.

4. RATES AND PAYMENT CONDITIONS

- 4.1 The charges include, as the case may be, monthly subscription, set up costs and per minute charges. The rates as specified on the web site, in a tariff plan or other contractual documents, shall include VAT, except advised to the contrary. The rates on line will prevail to those in printed version.
- 4.2 The Service is prepaid. Customer will recharge in due time his call credit. The call credit allows Customer to use a certain number of Services corresponding to the amount of the credit. Customer will be able to call out as long as the call credit will not have been exhausted or expired in accordance with article 8.4. To the extent that 3StarsNet has not withdrawn the number granted to Customer pursuant to article 8.4, Customer will continue to receive calls. Customer will not be entitled to claim to refund the call credit purchased.
- 4.3 The invoice will be communicated to Customer by e-mail and can be consulted on the web site. The invoices contain an outline of the purchased call credit. Customer can obtain free of charge on the web site (by means of a user name and password) a detailed break down of all outbound and incoming calls.
- 4.4 The invoices are payable within 15 days from date of invoicing (with the exception of prepaid Services which are payable and due immediately).
- 4.5 Notwithstanding the application of article 32, 14° ATP, Customer will not be authorized to compensate any payments.
- 4.6 In the event the invoice is not settled by the due date, 3StarsNet shall send a reminder. In that case, it will charge late payment costs as set forth hereafter. Moreover, 3StarsNet may refuse to repair or reactivate a Product or Service, without prejudice to its right to claim full payment of all outstanding amounts.

- 4.7 Any unpaid invoice will automatically and without any prior notification, be increased with late payment interests at a rate of 8% per year, as well as with a fixed compensation of 15% on the amount due, with a minimum of 100€ and a maximum of 500€, and without prejudice to 3StarsNet's right to claim any collection costs incurred.
- 4.8 In the absence of dispute addressed by registered letter to 3StarsNet by the due date, the invoice is deemed to be irrevocably and unconditionally accepted.
- 4.9 Customer shall inform 3StarsNet immediately of any change of its data (such as address or bank).
- 4.10 Insofar as the Agreement comprises of the supply of products of which the property will be transferred to Customer, 3StarsNet reserves the right of ownership until all payments due will have been settled.
- 4.11 The payments transferred by Customer will in first instance be assigned to interests and costs due and secondly to outstanding invoices, even though Customer informs that a payment is related to a different invoice.
- 4.12 3StarsNet reserves the right to change and index the rates for Services or products. Rate changes may also apply to Agreements already effective and will be communicated at the latest 1 month before their entry into force. In the event of a rate increase, Customer will have the right to terminate the Agreement without penalty at the latest the last day of the month which follows the reception of the first invoice after the entry into force of the rate increase, except in the event of indexation.

5. FINANCIAL GUARANTEE

3StarsNet reserves the right to request a financial guarantee from Customer which may not exceed 20% of the value of the Agreement upon a payment delay or incident, or if the value of the Agreement justifies such guarantee or when the information provided by Customer is not complete or requires to be verified. For the purpose of this clause, "value of the Agreement" means the total sum due by Customer to 3StarsNet under the Agreement or which would be due in a period of 12 consecutive months.

6. OBLIGATIONS OF CUSTOMER AND/OR THE USER

- 6.1 Customer shall use the Service as a *bonus pater familias*, in accordance with the laws and regulation in force, the conditions of the Agreement and the AUP. Customer shall not use the Service for illicit purposes.
- 6.2 Customer represents that it has obtained and shall maintain all necessary licenses and/or authorizations to use the Service and any equipment.
- 6.3 Customer will ensure to keep good custody of the equipment. Customer authorizes 3StarsNet to remotely monitor and control the service equipment. The service equipment will not be removed or reconfigured without the intervention from 3StarsNet. Customer will be liable for any damage to the service equipment or the network resulting from a defect or failure of any equipment installed by Customer or his customers.
- 6.4 The use of the Service may contain a risk of viruses or unauthorized access by third parties to the information system of Customer. Customer shall take all actions necessary to prevent third parties do access the Service and to protect its data and software.
- 6.5 3StarsNet reserves the right, of its own initiative or at the request of any competent authority, to disclose,

remove, modify or relocate any content which is inconsistent with the provisions of this Agreement or would be objectionable in any other way.

- 6.6 Customer and/or the user is/are not authorized to operate processes or take such actions of which it can reasonably suppose that they can harmfully affect 3StarsNet and/or the use of the Service by other customers.
- 6.7 Each violation of this article 6 constitutes a material breach of contract.
- 6.8 Customer indemnifies 3StarsNet for any claims, costs and damages incurred as a result of any violation of the obligations described in this article 6, and/or of legal proceedings brought by a third party against 3StarsNet with regard to the failure by Customer to meet the obligations described in this article 6.

7. HARDWARE AND SOFTWARE

- 7.1 The goods, whether or not forwarded franco, will be carried under the risks of Customer.
- 7.2 The guarantee with regard to the hardware and/or software sold and/or installed by 3StarsNet, comprises the guarantee provided by the manufacturer/licensor, without prejudice to the legal provisions, in accordance with the restrictions provided by the latter and starting from the date of purchase or use of the license.
- 7.3 Customer will only obtain a personal, non-transferable and non-exclusive license to use the software and the user documentation provided by 3StarsNet. 3StarsNet and its licensors will retain at any time any and all intellectual and industrial property rights, including copyrights, relating to the software and the user documentation. By the mere fact of using the software and the user documentation, Customer agrees to the license conditions. Customer shall refrain from copying the software and user documentation save for back-up reasons, modifying the software and user documentation as well as distribute the software and user documentation, wholly or partially, to any third parties. Customer and/or the user will abstain from removing or modifying any labels establishing the property or the source.

8. TERM AND TERMINATION

- 8.1 The Agreement will be effective as from the date of acceptance of the order by 3StarsNet, which can be established by a document or by execution of the Agreement by 3StarsNet. The Agreement will be concluded for a minimum term of 12 months, except as otherwise agreed upon in Service specific conditions or the Service order.
- 8.2 If Customer wishes to terminate the Agreement prior to the expiry of the minimum term, an early termination fee will be due corresponding to 50% of the total monthly charges for the unexpired portion of the minimum term. Upon or after the minimum term, each part will have right to terminate the Agreement at any time upon 1 month's prior notice in writing.
- 8.3 Termination or cancellations must always be in writing (fax or registered letter).
- 8.4 In the event of a prepaid call credit, Customer agrees that (i) the number allocated to Customer will be withdrawn definitively if the call credit will be zero (0) during more than 2 consecutive months and that (ii) the call credit shall remain valid for a period of 12 months following the last purchase (first purchase or recharging). The call credit will expire at the end of this period.

9. LIABILITY

- 9.1 The supply for the Service constitutes an obligation of means. 3StarsNet is responsible for the supply for the Service up to the Customer's network termination point.
- 9.2 Any warranty with regard to the functioning of the Service is excluded. Any Service unavailability or Service degradation will not entail 3StarsNet's liability, except in the event of wilful misconduct or gross negligence.
- 9.3 3StarsNet, and any of its employees, agents, subcontractors and suppliers, cannot be held responsible for any of the following events (without being exhaustive):
 - the non-conformity of the Service to the objectives laid down by Customer;
 - the contents of information transmitted or made available by Customer via the Service to third parties and vice versa;
 - any abuse or fraudulent use of the Service by Customer or a third party;
 - service interruptions or downtime resulting of a network breakdown or the maintenance of the telecommunications equipment required for the performance of the Service, such as the telephone connection, the hardware (data-processing) and associated software;
 - the choice, the use and aims determined by Customer with regard to the Service;
 - the lead time between the date of Service order and its delivery or effective connection, a late connection or the rejection of a Service order;
 - costs, expenses, or damage caused by any failure by Customer to comply with its obligations under this Agreement;
 - a violation by Customer of the provisions of the legal and regulatory framework;
 - any loss of or damage to information, computer files or data, resulting of the use by Customer of the Service, of the network and/or the Service equipment;
 - access time to the Internet, latency in data transmission or quality, and possible access restrictions to networks and servers connected to the Internet.
- 9.4 3StarsNet cannot be held responsible for any indirect or consequential damage, irrespective the basis of the claim, such as but not limited to surplus personnel or lay-off, any accrual, commercial damage, loss of data, income, earnings, chances, customers and/or orders, decrease of expected revenue, increase in expenditure or insufficient reduction of cost savings, whether or not foreseeable.
- 9.5 Customer will indemnify 3StarsNet against all costs, expenses, claims and damages resulting of actions initiated by third parties with regard to acts, faults or omissions of Customer.
- 9.6 In any event for which 3StarsNet is responsible to Customer under the Agreement, the total responsibility for 3StarsNet will be limited to lowest amount of either (i) the total amount of payments made by Customer under the Agreement during a period of 6 months preceding the event giving rise to the claim, or (ii) 500€.
- 9.7 Any complaints or disputes relating to the Services provided by 3StarsNet must be sent by registered letter to 3StarsNet:
 - in the event of delivery of products within 10 working days after delivery;
 - in the event of the supply of a Service within 10 working days after activation or the event causing the damage.

The products and Services are deemed to be irrevocably and unconditionally accepted in the absence of any dispute within such timeframe.

10. SUSPENSION AND TERMINATION OF THE AGREEMENT

- 10.1 3StarsNet reserves the right to suspend the performance of the Service or the delivery of a product in the event of breach by Customer of any contractual obligation upon a notice in writing and failure to remedy such breach within 5 working days from date of notice of default. 3StarsNet reserves the right to claim the costs for re-activating the Service.
- 10.2 3StarsNet shall have the right to immediately terminate the Agreement without notice of default (and thus to stop the delivery of the Service definitely), and without any prejudice to the obligation of Customer to pay for the amounts due and to 3StarsNet's right to other remedies in any of the following events:
- if Customer continues to be in breach of article 10.1;
 - failure to provide the guarantee in accordance with article 5 by the date fixed by 3StarsNet;
 - if Customer is in bankruptcy, insolvency or has suspended payments, or is unable to obtain credit, or in the event of liquidation or dissolution of Customer;
 - if Customer request grace period to one or more of its creditors;
 - entire or partial seizure of Customer's assets at the request of a creditor or in case of other measurements of execution or conservation on the assets of Customer;
 - evidence or strong presumptions of fraud by Customer or if Customer provided false information;
 - abnormal rises of the usage charges of Customer;
 - order or decision of a court or public authority.

11. FORCE MAJEURE

- 11.1 Neither party can be held responsible for any damage incurred by the other if the failure of that party to meet its obligations results from an event of force majeure, except for the obligation to pay the amounts due under the Agreement.
- 11.2 Will be considered as events of force majeure, unforeseen circumstances which are likely to prevent the execution of the Agreement or which makes the compliance of the obligation disproportionately expensive so that one cannot reasonably require the other party to live up to the obligation. In particular the following events will be regarded as events of force majeure (without being exhaustive): strikes, blocking of a company, epidemics, breach of contract or shortages by suppliers of 3StarsNet, natural disasters or legal or administrative restrictions.

12. ASSIGNMENT – SUBCONTRACTING

- 12.1 Customer can, neither entirely nor partially, transfer any of its rights and obligations under the Agreement to third parties, unless after prior authorization in writing by 3StarsNet.
- 12.2 3StarsNet will have the right to transfer, entirely or partially, its rights and obligations under the Agreement to third parties without the authorization of Customer.
- 12.3 3StarsNet reserves the right to subcontract, partially or entirely, the execution of the Agreement without being discharged from its contractual obligations with regard to Customer.

13. DATA PROTECTION AND PRIVACY

- 13.1 Personal data transmitted by Customer will be stored in 3StarsNet's databases. 3StarsNet will collect and

process Customer's personal data for the following purposes: supply and invoicing of telecommunication services, supply and invoicing of interconnection services to other operators, disputes management, customer relationship management, market research, enquiry services and white pages and directories of URL links, fraud enquiries and protecting the interests of 3StarsNet, quality control assurance, communication of commercial information to and conducting campaigns for Customer with regard to products and services of 3StarsNet and its affiliated companies. The data will be transferred to third parties only for the purposes specified above. Customer can oppose to the processing of its personal data for direct marketing purposes by contacting the customer service. Data related to private numbers will not be commercialised.

- 13.2 The data will be stored by 3StarsNet during the data retention periods as provided for in the regulatory framework.
- 13.3 Customer will have a right of access and of correction of his personal data.

14. MEDIATION SERVICE FOR TELECOMMUNICATIONS

- 14.1 In the event of complaint, Customer will address to 3StarsNet's customer service. If Customer is not satisfied with the treatment reserved to its complaint, it will be able to address to the Mediation Service for Telecommunications, Place Barricades 1, 1000 Brussels, Tel.: 02 223 09 09 , fax: 02 219 86 59, e-mail: plaintes@mediateurtelecom.be, web site: www.ombudsmantelecom.be. The complaints subjected to the Service of mediation are admissible only if Customer can show that it first took action with 3StarsNet.
- 14.2 The Mediation Service may refuse to address a complaint relating to events which occurred more than a year before the filing of the complaint.
- 14.3 The investigation of a complaint shall be terminated when it is submitted to the court.

15. ADMISSIBILITY – APPLICABLE LAW – JURISDICTION

- 15.1 Any legal proceedings concerning the execution or interpretation of the Agreement must be initiated by Customer, upon penalty of inadmissibility, within 6 months as from the occurrence of the cause of action.
- 15.2 The Agreement will be governed by Belgian law. The courts of Brussels will have jurisdiction to settle any dispute under this Agreement.
- 15.3 Customer acknowledges that an e-mail communicated by 3StarsNet has the force of documentary evidence.

16. MISCELLANEOUS

- 16.1 If any provision of this Agreement, including any limitation, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall nevertheless remain legal, valid, and enforceable.
- 16.2 Failure or delay by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right.
- 16.3 Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute or be deemed to constitute between the parties a partnership, agency, association, joint venture or other co-operative entity.
- 16.4 The Agreement contains the entire agreement between the parties and replaces all former proposals, declarations and promises with regard to the subject matter of the Agreement.

Conditions for Premium Number Services**17. GLOSSARY PREMIUM NUMBER SERVICE**

The terms and expressions used under the present conditions for Premium Number Services will have the following meaning:

- **Ethical Code:** a code of conduct agreed upon between the operators in Belgium relating to the use of Premium Numbers;
- **Customer:** The person or entity who enters into a contract with 3StarsNet for the access to the Premium Number Service, in order to provide content to the public via the 3StarsNet network;
- **User:** The calling party wanting to access the content made available through the Premium Number.

18. PROCEDURE TO EXECUTE THE AGREEMENT AND TERM

- 18.1 By submitting an order for a Premium Number Service Customer will communicate to 3StarsNet its company number. If Customer is exempted from registration with the register of enterprises (RPR/RPM) and/or from VAT, it will provide the proof of it.
- 18.2 Customer is held to specify the type of content which it intends to make available to the public via the Premium Number Service.
- 18.3 If the recipient of the Premium Number Service is a third party, Customer shall provide 3StarsNet with such recipient's consent prior to the activation of the Premium Number Service.
- 18.4 3StarsNet may reject any Service order if Customer will not have accepted the conditions for Premium Number Service.
- 18.5 The Agreement is concluded for a term of one year as from the date of signature of the Agreement. The Agreement will be renewed tacitly for a new term of 1 year, unless terminated by any of the parties upon a prior written notice of 2 months.

19. PREMIUM NUMBER SERVICE AND OBLIGATIONS OF 3STARSNET

- 19.1 A Premium Number Service allows Customer to make content available to the User(s) on the public telephony network. A part of the charges collected by 3StarsNet with regard to the traffic conveyed to a Premium Number marketed by a Customer, will be passed on to Customer in accordance with the conditions described below.
- 19.2 3StarsNet cannot guarantee that a User will be able to reach Premium Number. The accessibility depends on the interconnection conditions applicable between telephone operators.
- 19.3 The duration of a call to a Premium Number with prefix 090X and per minute charging will automatically be barred after 10 minutes. Calls to a Premium Number with prefix 905 will be blocked if charges for the calling party will exceed 50 € per day (VAT included).
- 19.4 3StarsNet draws the attention of Customer to the fact that the User can block the calls to Premium Numbers from his telephone line provided that such facility is offered by its access operator.

20. ADDITIONAL CUSTOMER OBLIGATIONS WITH REGARD TO A PREMIUM NUMBER SERVICE

- 20.1 Customer shall sign the Ethical Code and respect all of its provisions. The Ethical Code, and any updated version, will constitute an integral part of the Agreement.
- 20.2 Customer will make sure that the information placed at the disposal of the User by a Premium Number does not constitute a violation of the penal code, and of any principle of public safety and good citizenship. A violation of any obligation described in this article constitutes a material breach of the Agreement.

- 20.3 Upon 3StarsNet's request Customer will provide an unconditional bank guarantee upon first request to the benefit of 3StarsNet.

21. MINIMAL USE PER PREMIUM NUMBER

In the event a Premium Number will not be used during one month, 3StarsNet will be authorized to cancel and withdraw such Premium Number after having informed Customer by e-mail.

22. PAYMENT TERMS FOR PREMIUM NUMBER SERVICE

- 22.1 For each call made by a User to a Premium Number for which 3StarsNet received a compensation of an access operator, 3StarsNet will pay a kick-back to Customer in accordance with the tariff plan. 3StarsNet will from time to time communicate to Customer by e-mail a breakdown of the calls forwarded to the Premium Number(s) for which 3StarsNet received a compensation of an access operator. Customer will issue an invoice on the basis of the aforementioned breakdown and 3StarsNet will pay the invoice within 30 calendar days as from date of receipt of the invoice. 3StarsNet may deduct and compensate any sum which is due by Customer under the terms of the Agreement, as well as any amount invoiced to the User(s) for which 3StarsNet did not receive a compensation from the access operator.
- 22.2 In case an operator increases charges for termination of geographical numbers on its network associated with a Premium Number, or if the interconnection charges of 3StarsNet will be decreased without the interconnected operator applying the same reduction, 3StarsNet is entitled to modify the applicable tariff and/or terms of payment. If Customer refuses to accept the new conditions, it may terminate the Agreement upon a notification in writing without notice period and without any penalty. Customer will, however, not be entitled to claim any damages in case of such termination.

23. SUSPENSION AND TERMINATION OF A PREMIUM NUMBER SERVICE

- 23.1 If Customer does not respect its obligations under this Agreement or of another contract relating to the Premium Number Service, 3StarsNet will have the right to suspend all payments due to Customer after having sent a notice of default by e-mail and failure by Customer to remedy the breach within 5 working days. The suspension by 3StarsNet of the payments due to Customer will end as soon as Customer will have fulfilled his obligations. If Customer breaches any of the provisions of the Ethical Code, 3StarsNet reserves the right to suspend the Service immediately without prior notice. Moreover, 3StarsNet will deduct and compensate any payment due to Customer with any amount associated with an infringement of the Ethical Code, increased with a fixed compensation of 25€ per complaint to cover administrative costs. 3StarsNet will not be bound to pay the invoice relating to the infringement of Customer.
- 23.2 In the event of a violation of article 20.2 or if Customer materially or repeatedly breaches the provisions of the Ethical Code, 3StarsNet reserves the right to terminate this Agreement without further notice. Customer will not be entitled to claim any damages following such a termination.

24. NUMBER PORTABILITY

- 24.1 3StarsNet will treat any request from a third party to port a Premium Number used by a Customer in accordance with the regulation regarding number

portability. Customer will not be able to claim damages in such case.

24.2 3StarsNet will accept a request for portability of a number assigned to Customer, insofar as it fulfilled all its obligations under the Agreement.

25. CONDITIONS FOR THE ULTIMATE FREE PACK

- 25.1 The Ultimate Free Pack from 3StarsNet is only available for new customers purchasing a Siemens Gigaset S450 IP, C470 IP or S685 IP on the website www.3starsnet.com or through one of our partner retailers such as MediaMarkt.
- 25.2 The customer can register on siemens.3starsnet.com to receive his/her Ultimate Free Pack.
- 25.3 The Ultimate Free Pack gives the customer 1 free geographical number in his/her area, a 100 free minutes to 55 countries (see siemens.3starsnet.com for a complete list of these destinations), free number portability of a simple analogue telephone number during a period of 6 months. The customer can also call other (not free) destination by purchasing a call credit on the webshop www.3starsnet.com.
- 25.4 The period of 6 months starts on the activation day. After the first 6 months, the customer can continue this subscription by paying 4,99 euro/month. This amount is payable in advance for a period of 12 months. If the customer has not paid this amount within 7 days after the end of the first 6 months, 3StarsNet has the right to cancel the account and telephone number.
- 25.5 3StarsNet can end or cancel the Ultimate Free Pack at any moment if the customer has not registered with correct information on our website, when fraude is suspected or when the customer creates disturbances on the 3StarsNet infrastructure
- 25.7 Number portation of a complex number. The customer can port a complex number to 3StarsNet for a one-time charge of 150 euro.
- 25.8 The free destinations can change anytime with a notice period of 7 days by e-mail
- 25.9 The Ultimate Free Pack may under no conditions be used for faxmachines, alarm systems or payment systems. Under no circumstances may the Ultimate Free Package be resold to third parties.