

## GENERAL CONDITIONS

### **Article 1: General Conditions**

- 1.1 These conditions shall apply to all applications and agreements regarding all services, provided by the St. Maarten Telephone Company (hereafter referred to as TelEm).
- 1.2 a. TelEm may make facilities available that it has introduced in a telecommunications district, part of a district or telecom region.  
b. TelEm may make facilities available subject to separate conditions at the discretion of the Director.
- 1.3 The features and/or specifications of the services and facilities are described in separate product information which is available free of charge from locations specified by TelEm or which can be sent upon request of the interested party.

### **Article 2: Establishment of the Agreement**

- 2.1 A subscription agreement may be entered into by a natural person, in so far as they are competent to enter into agreements, corporate bodies, general partnerships and limited partnerships on condition that the services applied for are intended for actual use by:
  - a) The subscriber himself/herself, or
  - b) A person over whom the subscriber exercises parental power, guardianship tutelage or a corporate body to which the subscriber by reason of an agreement, designation, appointment, or election is related in such a way that the services applied for can be considered to contribute significantly to the interest of the subscriber himself/herself.
- 2.2 Applications for services shall be made on the appropriate form that shall be completed in full and signed, unless TelEm allows a different method of application in specific cases. TelEm's General Conditions govern the application and are hence accessible to applicants for review through current channels.
- 2.3 The subscriber must submit proof, to the satisfaction of the Director, that the conditions mentioned in Paragraph 2.1, are adequately met.
- 2.4 At the request of TelEm the applicant shall submit:
  - a) Identification within the meaning of the Compulsory Identification Act and a certificate showing his or her place of residence in St. Maarten in the case of natural persons;
  - b) A certificate showing its registered office in St. Maarten, in the case of companies, associations and non-profit organizations;
  - c) A proof of deposit as stipulated by the Director in case the subscriber is not a resident of St. Maarten (reference is made here to article 12.2).
- 2.5 If an application is made on behalf of the person, company, association or a non-profit organization that wishes to conclude the agreement, the representative shall produce identification and proof that he/she is authorized to act in the matter, to the satisfaction of TelEm.
- 2.6 Unless agreed otherwise, the agreement shall come into force on the date TelEm confirms in writing that the application has been accepted.  
If TelEm provides a service before sending written confirmation, establishment of the connection shall be regarded as temporary acceptance of the service.  
TelEm shall subsequently be entitled to terminate the agreement if a situation as described in the following paragraph occurs. In such circumstances, the applicant shall be liable to pay the amounts referred to for the period in which the service was provided.
- 2.7 TelEm may reject an application if:
  - a) The applicant fails to meet one of the conditions set forth in these General Conditions;
  - b) The applicant is not capable of acting in a contractual capacity;
  - c) There is reason to reject the application on the grounds of actual or expected failure to meet all or part of any financial obligations towards TelEm;
  - d) Part of an international service located in a foreign country cannot be provided;
  - e) There are grounds to believe that the applicant will not comply with or violate these General Conditions;
  - f) The applicant is deceased in the process;
  - g) The applicant intends to leave or has left the country;
  - h) The applicant can not meet his/her payment obligations towards finalizing the application as mentioned in article 15;

- i) The applicant fails to provide proof of ownership in case he/she has interest in St. Maarten (for example real estate, business, house), but does not reside;
  - j) The applicant fails to provide a work and/or residency permit in case he/she resides legally in St. Maarten;
  - k) The applicant is an illegal resident (no work and/or residency permit);
  - l) In case where these conditions do not foresee, the Director will decide on the acceptance of the application.
- 2.8 a. Within ten (10) working days of receiving an application, TelEm shall notify the applicant in writing as to whether the application has been accepted, and, if so, when the service shall be provided.  
In case the applicant has been rejected, a reason shall be provided.
- b. If TelEm cannot reasonably be expected to respond to the applicant within the stated period, it shall give the applicant its reasons for this delay within ten (10) working days at the end of the first ten (10) working days period.  
TelEm will notify the applicant of the adjusted period within which it will reply to the application.
- 2.9 The account and any relevant account information will only be submitted to the account holder.
- 2.10 The General Conditions will be applicable at the moment the application has been filled in and signed by the authorized applicant or in case the applicant has otherwise accepted or is deemed to have accepted the general terms and conditions of TelEm.  
The General Conditions will consequently govern the pre-contractual and the contractual relations between TelEm and the applicant/contracting party.  
The General Conditions are deposited at the office of the Court recorder at the Court of First Instance seat St. Maarten.

### **Article 3: Directories**

- 3.1 Unless agreed otherwise in writing, a contracting party with a service connection to TelEm's network shall be listed, once per edition and free of charge, in TelEm's directory under its place of residence in a way determined by TelEm, and in one or more of the number information services operated by TelEm.  
For certain services, a separate agreement may be concluded for different ways of listing entries in directories.
- 3.2 a. The information supplied by the contracting party for the purpose of directory listings must be correct and complete and must be confirmed by the applicable legal provisions.
- b. Directories are the property of TelEm and their contents may not be reproduced without prior written contents of TelEm. TelEm accepts no liability or responsibility for errors, omissions, misplacements or other irregularities in the telephone directory contents.
- 3.3 The subscriber is entitled to one free copy of a directory for each telephone number rented by the subscriber.

### **Article 4: Accomplishment of the Service Connection**

- 4.1 A connection is installed, altered and maintained in the manner and by means, which the Director considers necessary in the interest of proper service, to the extent possible; the requests of the subscriber will be taken into account.
- 4.2 If in connection with the installation, alteration, removing and dismantling of a telephone connection, breaking, masonry, carpentry and paintwork, or other such secondary tasks are needed to be performed, these will be carried out by, and for the account of the subscriber.  
The concealing and/or replacing of telephone wiring in walls, ceiling, etc. may take place only with the permission of the Director and on the conditions to be established by him and is performed entirely for account of the subscriber.  
If in judgment of the Director, telephone wiring in walls and/or ceilings must be replaced or altered, all necessary breaking, masonry, carpentry or paintwork will be performed by and for account of the subscriber.
- 4.3 As long as the services mentioned in this article under paragraph 4.1 are not provided, the subscriber is allowed to cancel the agreement. In that case, TelEm has the right to charge any costs incurred due to this cancellation to the applicant.

### **Article 5: Allocation of Numbers**

- 5.1 TelEm shall assign one or more numbers to the contracting party for the use of a service connection.
- 5.2 The contracting party may not be entitled to obtain or retain a particular number.
- 5.3 If the service connection is moved to different premises, TelEm may assign the contracting party a different number for the service connection.

- 5.4 TelEm shall be entitled to change a number if it deems this necessary to ensure that any service of the telecommunications infrastructure functions properly or to comply with legal requirements. TelEm shall not change a number until three (3) months after the date on which the change is announced, except in circumstances where TelEm deems it necessary to make a change at an earlier date, such to the sole discretion of TelEm and any indemnity, if any, is expressly precluded by TelEm.

#### **Article 6: Ownership**

- 6.1 All infrastructure facilities used by TelEm to provide services shall remain the property of TelEm, except where parties have agreed otherwise in writing or in the situations mentioned under this paragraph under 6.4 and 6.5.
- 6.2 If third parties wish to enforce rights in respect to the infrastructure facilities or take measures such as seizure, the contracting party shall immediately inform the party involved that the infrastructure facilities are property of TelEm. The contracting party shall further inform TelEm immediately in such circumstances.
- 6.3 a. TelEm has the absolute intellectual property of all facilities, systems, data, directions and its contents;  
b. At the termination of the relationship between TelEm and the contracting party, the latter shall immediately remit to TelEm all property and equipment belonging to TelEm.  
The contracting party shall forfeit an immediate due penalty sum of **ANG 100.000,00** per day for each and every day the contracting party fails to comply with this obligation, which penalty sum cannot be moderated by any court of law.
- 6.4 TelEm will provide one free standard company telephone set per number at the beginning of the service, which will be owned by the subscriber.
- 6.5 In case TelEm sells equipment to the applicant, the applicant will own it and will be responsible for it. The conditions about said sale and the equipment will be covered by a separate agreement.

#### **Article 7: Use**

- 7.1 The contracting party shall ensure that the facilities are used with due care and attention. The contracting party shall indemnify TelEm for all and any damages caused to the property and equipment of TelEm, regardless who caused these damages.
- 7.2 The subscriber is responsible for the proper care of the telephone sets, wiring and other equipment made available to him/her, as, well as any damages caused to them by persons other than the telephone company personnel charged with the installation, alteration and/or maintenance of the telephone sets, special equipment or wiring.
- 7.3 The subscriber is forbidden to make repairs or changes to the telephone sets, special equipment or wiring, to connect to any attachments other than those provided by the Telephone Company, or to use the telephone sets, special equipment or wiring for any purpose other than the one intended, unless a written agreement has otherwise been made.
- 7.4 The subscriber is forbidden, on penalty of disconnection, to use his/her telephone or allow it to be used, to make calls that are contrary to public order.
- 7.5 The subscriber allows others the use of his/ her telephone for payment, he/she may not charge more than the fixed charged increased with a surcharge of not more than 15%, unless a written agreement has otherwise been made. In case the subscriber, due to the nature of his/ her company, has to allow others to use his/ her telephone with regularity, the Director is authorized to publish the fixed charge, and the surcharge in every branch of the company that is subject to consideration. Breach of these conditions is punishable by disconnection of the subscriber.

#### **Article 8: Maintenance and Servicing**

- 8.1 Services shall be maintained by or on behalf of TelEm.
- 8.2 TelEm may temporarily take all or part of a service connection out of commission for maintenance purposes. TelEm shall provide advance warning of such closure, except in cases where this cannot reasonably be expected.
- 8.3 If a fault occurs in the functioning of a service, the contracting party or person acting on its behalf shall report it to TelEm as soon as possible.
- 8.4 TelEm shall conduct an investigation into the cause of the fault within two (2) working days of receiving such report, except in cases where TelEm cannot reasonably be expected to respond within that period.
- 8.5 Standard service means that measures will be taken within five (5) working days of a fault being reported, to enable use of the service.  
The maximum period of five (5) working days shall not apply if TelEm cannot reasonably be expected to take measures within that period.
- 8.6 If TelEm cannot repair or cannot meet the terms or deadlines, TelEm shall not ever under any circumstances be liable for any inconvenience, hindrance or damages to the contracting party.

8.7 Any infringement with the above mentioned provisions will make the contracting party who allows, causes, or indulges this infringement, liable for sustained damages to any property of TelEm. Apart from this the party at fault will forfeit an instant due penalty of ANG 10.000,00 per event, which penalty cannot be moderated by any Court of law.

**Article 9: Liability of Contracting Party**

9.1 The contracting party shall be liable for all damages - any form of Force Majeure is expressly precluded - suffered by TelEm as a result of destruction, loss or theft of, or damage to the infrastructure facilities, provided by TelEm whereby the burden of proof of innocence, non negligence/ tort lies on or is with the contracting party.

9.2 Damage includes wear and tear, which in TelEm's discretion is due to injudicious use of careless treatment of the infrastructure facilities.

In such cases the contracting party shall reimburse TelEm for repair, replacements, installation and call-out cost.

9.3 All legal fees and disbursements without any mitigation caused directly or indirectly by the contracting party to enforce this or to remedy any erroneous situation will be fully for the account of the contracting party.

**Article 10: Interruption in the Operation**

10.1 TelEm assumes no responsibility for damages caused by interruptions in the operations of the telephone sets, special equipment, wiring of exchanges, nor for indistinct transmission of oral messages, nor for damages due to other causes.

10.2 In the event of an interruption caused by a civil works of TelEm causing the telephone connection to be completely inoperative for longer than (10) ten consecutive days, then the subscriber, or actual user, shall be entitled to a proportional refund of the monthly access fee, at the discretion of the Director. TelEm excludes any liability or obligation to refund to subscriber or actual user in the event an interruption for any length of time is caused by any Force Majeure and or Act of God.

10.3 If in the judgment of the Director, telephone traffic is being interfered with by a subscriber's telephone connection owing to excessive loading or some other cause, he is authorized to issue instructions to comply with these instructions, and to accept the consequences related thereto.

**Article 11: Carrier Select and Carrier Pre-Select**

11.1 Carrier Select is when the subscriber selects a particular carrier for a particular service at the specific moment that the subscriber decides to make a call. Dialing a selection code as part of the dialing sequence does this. On a call by call basis, the subscriber at all times has the right to select which carrier he/she will use to place his/her long distance or international call to the destination of his/ her choice.

Carrier Pre-Select is when the subscriber has selected a particular carrier upfront as his/ her preferred service provider of a particular service for a specific term. In this case the subscriber does not have to dial a Carrier Select Code to place a long distance or international call to a destination. In this manner the subscriber grants the selected Carrier the sole right to provide the subscriber the service until the subscriber decides differently.

11.2 Applications for Carrier Pre-Select shall be made on the appropriate form that shall be completed in full and signed.

Acceptance of the application for the Carrier depends on whether the applicant submits to the satisfaction of TelEm:

- a) Identification within the meaning of the Compulsory Identification Act and a certificate showing his or her place of residence in St. Maarten in the case of natural persons;
- b) A certificate showing its registered office in St. Maarten, in the case of companies, associations and non-profit organizations;
- c) A proof that the applicant is capable to meet all his/her financial obligations;
- d) A proof of Employment.

11.3 TelEm can refuse to provide service in the following cases or set conditions for the applicant:

- a) When the subscriber owes the carrier for services rendered; the carrier can block the subscriber from further receiving service for which the subscriber has to pay that particular carrier for providing such service;
- b) If the subscriber has a continuous history of bad debt;
- c) When providing such service would be in violation of the concession, the national or international laws and regulations, or for reasons of security and safety;
- d) In the event of fraudulent acts or suspicion thereof;
- e) Other reasons provided in the concession or telecommunications ordinances;
- f) If the pertinent carrier refuses the application on set conditions.

- 11.4 If the subscriber chooses to change from one Carrier to another, TelEm will apply pertinent fees and charges as stipulated by the Director as described in article 12.2.
- 11.5 If the subscriber does not make payments on time (before the stipulated due date), he/she shall be considered to be in default without further notice of default. Specified information can be found in article 14.

**Article 12: Charges**

- 12.1 The contracting party shall pay all charges to TelEm for the establishment, provisions, use, maintenance, alteration, relocation and removal of a service in accordance with the applicable tariffs, which will be established and/or adjusted by TelEm to their sole discretion.
- 12.2 TelEm's services and corresponding fees and charges in these General Conditions, are published yearly separately by TelEm, and made available to its customers via TelEm's applicable media.
- 12.3 All charges payable by the contracting party to TelEm shall be increased by the amount of any duties and levies imposed by law.

**Article 13: Payment**

- 13.1 With respect to the services, the amounts referred to in charges shall be payable from the date, made known by TelEm to the contracting party in writing, on which the service was made available to the contracting party ready-for-use. A service is deemed ready-for-use if, in TelEm's view, it has been provided in compliance with the specifications agreed with the contracting party.  
If there is a delay in making the service ready for use, because TelEm does not have sufficient access to a location at which a connection point is to be installed, for reasons attributable to the contracting party, the amounts shall be payable from the date on which the service would have been available and ready-to-use if sufficient access were granted.
- 13.2 In so far as the amounts payable do not apply over a full calendar month, the pertinent monthly amount shall be charged for each actual day of service.
- 13.3 The contracting party that has connection to the telephone service may choose available options as to how he/she would like its bill itemized in the ways indicated by TelEm, from a date specified by TelEm. A charge shall be made for an itemized bill, which is more detailed than the standard bill, in accordance with a published list of tariffs.
- 13.4 a. If the contracting party substantiates the sum on the bill to be incorrect, it shall make its objections known to TelEm before due date, unless otherwise decreed by the Director beyond said date the bill cannot be adjusted and shall be irrevocable. In that event that the contracting party is liable for the billed amount whilst any recourse, including intervention of the Court is precluded.  
TelEm shall not be entitled to claim that a contracting party which uses the service other than in a professional or business capacity, has exceeded the specified period, if the contracting party could not reasonably have been expected to discover its objections within the specified period.  
The contracting party shall continue to be liable to pay the bills/-billed amounts against which he/ she has not objected.
- b. If a contracting party repeatedly submits objections with regard to the bills, which have been sent, and the objections are judged to be unfounded, TelEm may require the contracting party to pay the costs incurred in the investigation of any further objections.  
TelEm shall inform the contracting party that it intends to use this right before starting a new investigation.

**Article 14: Failure to pay on time**

- 14.1 If the contracting party does not make payments on time (before the stipulated due date), it shall be considered to be in default without further notice of default.  
The time of payment shall be deemed to be the time that TelEm receives payment. A late payment fee will be added to the account if payment is received after the said due date as described in article 12.2.  
If the contracting party fails to submit payment before the stipulated disconnection date TelEm may take the service out of order and charge the contracting party a fee for reconnection in addition to the billed amounts.  
TelEm will take every organizational, technical measure to reinsure the reconnection of the contracting party within 24 hours.  
If payments still are not made within ninety (90) days after the disconnection date, TelEm is at liberty to terminate the contract with the contracting party, without any cause for the contracting party to claim indemnity.

In this case TelEm reserves its rights, should the contract with the contracting party be reinstated, such to the sole discretion of TelEm, to require security in the form it deems fit.

14.2 Without prejudice to TelEm's right to take the service out of order or to terminate the agreement, TelEm may charge the contracting party for all or part of the costs incurred in collecting outstanding amounts. TelEm will charge legal interest from the date on which the contracting party is in default.

14.3 In the case that contracting party has contracts with TelEm in excess to one line and/or number, these contracts will be deemed and considered to be one. TelEm is at liberty to disconnect all contractual lines in case of delinquency by the contracting party with regard to one contract.

These collecting charges will include legal fees and disbursements whereby the legal fees will be of a minimum of 25% of and over the outstanding, all for the account of the contracting party.

#### **Article 15: Security, Deposits, Bank Guarantee**

15.1 If general or special facts and circumstances suggest there is reasonable doubt as to whether a contracting party or prospective contracting party will meet his/her payment obligations, TelEm may require it to provide a security or bank guarantee or to pay a(n) (additional) deposit.

15.2 If this guarantee or security deposit has not been posted or made by the contracting party after notice by TelEm, TelEm is at liberty to reject the application or to suspend or disconnect the services indefinitely till such moment the contracting party has complied with the requirements.

15.3 On discretion of the Director, a deposit can be demanded if there is a default in payment. A threshold will be determined if the contracting party cannot meet his/ her obligations.

15.4 Once there is no longer a need for security, TelEm shall give notification that the surety of bank guarantee is no longer required or shall refund the deposit to the contracting party.

#### **Article 16: Access and right of way**

16.1 The contracting party shall allow infrastructure facilities to be placed in and on buildings, in and on sites that form a single entity with the buildings and for the purposes of a service in such buildings or in neighboring buildings. He/She shall allow the facilities to be maintained, altered, relocated or removed.

16.2 For the purposes of the work, the clearance of faults and check on compliance with the conditions regarding the infrastructure facilities, the contracting party shall allow the persons entrusted with these activities by TelEm to have access to the areas where the work has to be performed.

These persons will be properly outfitted by TelEm to ensure recognition of said persons and they shall produce identification when asked to do so.

In principle this work shall not be performed between sundown and sunrise.

#### **Article 17: obligation of Contracting Party to provide Information**

The contracting party shall provide TelEm with any information it needs to ensure that the services continue to function properly.

#### **Article 18: Provisions of Numbers and Information by TelEm to third parties; Protection of Privacy**

18.1 TelEm shall not compile any information about the contracting party other than that needed to provide the services. TelEm shall not use personal data compiled except for the purposes of its operations. Personal data shall not be kept for longer than required for carrying out such operations effective or by law.

18.2 TelEm may supply information about the contracting party to third parties in the following circumstances:

- a) The number of other information about the contracting party that is required for communication purposes shall be supplied to third parties from the applicable number information files and in the case of some services by means of a directory, unless otherwise agreed with the contracting party in writing;
- b) The information referred to in paragraph a may be supplied to third parties for direct marketing purposes unless the contracting party expressly states that data about him/ her may not be made available for such purposes;
- c) TelEm may be obliged by law to supply information about the contracting party;
- d) TelEm may supply information on request in urgent and serious cases, in so far as the privacy of the contracting party would not be disproportionately affected, such at the discretion of the Director;
- e) In connection with facilities accompanying services, unless a form of barring offered by TelEm has been agreed with the contracting party;
- f) If TelEm is obligated to give the file of the contracting party to a collection office or seek legal counsel.

- 18.3 TelEm shall take effective organizational and technical measures to ensure the security and privacy of the contracting party's data.
- 18.4 TelEm shall comply with its guarantee to the confidentiality of communication over its network, taking into account the exceptions laid down by law.

**Article 19: Suspension of Service**

- 19.1 Without prejudice to any provisions to the contrary, TelEm reserves the right to take a service temporarily out of order if a contracting party fails to meet any obligations towards TelEm.  
Throughout the period for which the service is suspended, the contracting party shall be under the obligation to pay the monthly, as well as any other charges due.
- 19.2 TelEm may suspend its services without notice of default or any other notification, if the contracting party damages interests of TelEm in such a way that TelEm cannot be expected to keep the services in order, such to the sole discretion of TelEm.
- 19.3 The service shall be restored if the contracting party meets his/her obligations within a period specified by TelEm, and pays any and all charge for restoration as specified by TelEm.

**Article 20: Authorized Eavesdropping**

- 20.1 TelEm is obliged by law to provide the police/judicial authorities with technical facilities to eavesdrop on telephone lines subject to the following conditions:
- a) That the examining public prosecutor of the district court has issued written authorization for eavesdropping on a telephone line;
  - b) Pursuant to a written authorization from the Minister of Justice or the judge.
- 20.2 Contracting parties should consult the office of the examining public prosecutor in the court district in which their telephone connection is located to establish whether eavesdropping is taking place in circumstances described in paragraph 20.1 a.

**Article 21: Duration of the Agreement**

- 21.1 The agreement shall be concluded for an indefinite period, subject to a minimum of one year from the date of execution, unless a different period has been agreed with the contracting party in writing based on separate conditions.  
TelEm's rights and powers as per article 14 above remain applicable in this section.
- 21.2 The contracting party may cancel the agreement only on or after expiration of the minimum period by means of written notification and subject to the period of notice except in cases where:
- a) Different arrangements have been made with the contracting party;
  - b) The contracting party dies during the minimum period of the agreement;
  - c) The contracting party wishes to terminate the agreement because of changes made by TelEm to features of the service or the telecommunications infrastructure;
  - d) A contracting party with a connection to the telephone service, which uses the connection for purposes other than in a professional or business capacity, cannot reasonably be held to the agreements in view of exceptional personal circumstances;
  - e) The director deems such necessary.
- 21.3 Notice of termination of agreement, must be given in writing by the subscriber. This notice of termination must be handed in at the telephone office at least five (5) working days prior to the day on which the infrastructure facilities are to be removed. Termination prior to the minimum duration of the agreement, mentioned in paragraph 21.1, do not free the subscriber of his/her obligations.
- 21.4 On termination of the agreement, the contracting party shall provide TelEm with an opportunity to remove the infrastructure facilities on the first occasion of being asked by TelEm to do so. If he/she fails to have been able to carry out the work and in this case article 6 above applies.
- 21.5 TelEm reserves the right to terminate an agreement if the contracting party fails to meet any obligation towards TelEm provide TelEm with an opportunity to carry out the work within one month of termination, he/she shall remain under obligation to pay the amounts, specified by TelEm, until such time as TelEm regarding the services. If TelEm suspends its services prior to the contract termination, then the obligation on the contracting party to pay the monthly charges shall remain in force while the service is suspended.

**Article 22: Exoneration of liability for TelEm's employees**

All liability of TelEm for breach of contract, negligence and tort causing damages to third parties, whatsoever the nature may be, by employees, contractors, subcontractors, agents and middle men of TelEm is expressly precluded.

**Article 23: Liability of Directors and Managing Directors of Corporate Bodies**

In the case that TelEm has contracted with corporate bodies, associations or other legal entities, the Director as well as the actual and factual leaders of said corporate bodies is personally responsible. They are also liable for all obligations arising from the contract. As far this clause must be considered to entail a guarantee it is considered that the eventual spouses of these mentioned persons have by way of anticipation approved such guarantee.

**Article 24: Assignment by Anticipation**

The contracting party by way of anticipation assigns his/her salary, if applicable to the maximum as set forth by the Netherlands Antilles Civil Code, to TelEm, which accepts this assignment in anticipation for paying or compensating any debt or indebtedness the contracting party might or may have in relation to TelEm, arising from the contract.

**Article 25: Transfer of the Agreement**

The contracting party shall not be entitled to transfer rights or obligations under the agreement to third parties.

**Article 26: Complaints and Disputes**

- 26.1 a. In the event of complaints or disputes concerning the agreement, the contracting party shall take up the matter in writing in the first instance with the Director or the TelEm representative responsible for his/her services.
- b. The Director or someone acting on his behalf shall respond to the matters dealt with in a letter within thirty (30) days of receiving it, unless an investigation is deemed necessary which cannot be completed within that period or response cannot reasonably be expected within that period. In such cases, the contracting party shall receive written notification within thirty (30) days as to the date by which he/she will be informed of a decision.
- 26.2 If the contracting party does not agree with the TelEm representative or Disputes Committee dealing with the case, or if the representative or Committee is not competent to deal with it on the bases of its regulations, the dispute may be submitted to the Court of Justice.
- 26.3 Netherlands Antilles laws applies to and governs this contract and the Court of First Instance seat St. Maarten is the exclusive forum to adjudicate any dispute.

**Article 27: Amendment of Conditions and Tariffs**

TelEm may to its sole discretion amend these General Conditions and the tariffs.

These amendments, however must be in accordance with the pertinent ordinances and mainly with the ordinances PB 1194 No. 45, PB 1995 No. 195 and PB 1995 No. 196.

**Article 28: Nature of Conditions**

These conditions are considered to form an integral part of and contribute to the essence of the contract between the parties.

**Article 29: Entire Agreement**

- 29.1 By signing the application form, the (prospective) subscriber declares that he/she is familiar with the conditions and regulation in effect for the acquisition, possession, alteration and use of a service connection.
- 29.2 In cases where these conditions do not foresee, the Director will decide. The Director can also implement specific conditions to his discretion.

**Article 30: Effective Date and Amendments**

These conditions have been modified per September 2000.