

General terms and conditions Fastvoip user agreement

Article 1 Definitions

- 1.1 The service provider: the private limited company **Tulp Solutions B.V., Haarlemmerstraatweg 32, 2343 LB in Oegstgeest (the Netherlands)**.
- 1.2 **Fastvoip**: a brand name of Tulp Solutions B.V.
- 1.3 The buyer: the user of the services provided by the service provider.
- 1.4 The agreement/the service: the obligation between the service provider and the buyer, under which the service provider enables the buyer to make international and national phone calls and/or send text messages nationally and internationally, by making available a download application for Voice over IP programs and/or calltime.
- 1.5 The download application: the software called **Fastvoip client** that can be downloaded on **www.fastvoip.com**.
- 1.6 The general terms and conditions: these general terms and conditions.
- 1.7 The rate overview: the up-to-date overview of the costs and rates charged by the service provider for the use of the virtual telephone card, which costs can be consulted on **www.fastvoip.com**.
- 1.8 The parties: the service provider and the buyer, jointly.

Article 2 Applicability of the general terms and conditions

- 2.1 The general terms and conditions apply to all agreements as referred to in article 1.3.
- 2.2 Derogation from the general terms and conditions is not possible.
- 2.3 In the event that a provision from these terms and condition turns out to be void, the parties shall determine a new provision which resembles the intention of the original provision as closely as legally possible.
- 2.4 The applicability of any other general terms and conditions is explicitly excluded.
- 2.5 The general terms and conditions can be unilaterally changed by the service provider. The changes take effect 7 days after the announcement on the service provider's website.

Article 3 The agreement and the download application

- 3.1 The service provider emphasises that there are countries where the agreement is not permitted (in full) or where age and power of disposition are important. If the legislation of the country where the buyer is located is incompatible with the conclusion of the agreement, the buyer is not permitted to conclude the agreement. By entering into this agreement, the buyer explicitly declares to be authorised to do so and that this is legally permitted.
- 3.2 The service provider makes calltime and the required download application available on the Internet.
- 3.3 The proposal contains a complete and accurate description of the products and/or services on offer. This description must be sufficiently detailed so as to enable the buyer to make a fair assessment of the proposal. Each proposal contains such information that it is clear to the buyer what his rights and obligations are in connection with accepting the proposal.
- 3.4 The buyer accepts the proposal and the applicability of the general terms and conditions by purchasing calltime and/or downloading the required download application via the Internet.
- 3.5 The service provider is entitled to refuse an agreement and to block or terminate (access to) the calltime and download application for certain buyers.
- 3.6 The download application can be downloaded free of charge. The download application is and shall remain the property of the service provider. The service provider is at all times entitled to update, upgrade, modify and/or improve the download application.
- 3.7 The service provider is at all times entitled to deactivate the download application.
- 3.8 The buyer is not permitted to copy or change the download application without the written permission from the service provider.
- 3.9 The buyer is not permitted to sell the download application to third parties.

Article 4 Consumers

- 4.1 The buyer, not acting in the course of a profession or running of a business, is for a period of seven working days counting from conclusion of the agreement not entitled to dissolve the agreement, as the service commences with immediate effect, i.e. when the download application is downloaded and/or the calltime is obtained.

Article 5 Payment conditions

- 5.1 The calltime purchase rates can be found on the service provider's website.
- 5.2 The buyer purchases calltime via the Internet, where payment is made by means of a recognised payment method such as Ideal, PayPal and MasterCard.
- 5.3 The day of payment is the day of receipt by the service provider.
- 5.4 After the day of payment referred to in article 5.3, the client can start using the services.
- 5.5 The rates can be found in the rate overview.
- 5.6 All rates are in Euros and are given exclusive and inclusive of VAT.
- 5.7 User rates are deducted from the calltime. If the user has nearly run out of calltime, he will hear a signal.
- 5.8 The costs and rates charged to the buyer by his regular or mobile telecommunications provider in order to enable him to call the 0800 and/or 020 number and/or send text messages from his landline or mobile phone do not form part of the agreement. Any additional costs and rates charged to the buyer by his regular or mobile telecommunications provider do not form part of the agreement either.
- 5.9 The service provider is at all times entitled to change the rates. These changes shall be announced in the rate overview.
- 5.10 The buyer can consult his call history and cost overview on the website.
- 5.11 The download application and the corresponding intellectual property rights are exclusively owned by the service provider. The buyer is not permitted to infringe those rights.

Article 6 Quality of the service

- 6.1 Telecommunications services operate on the distribution of radio signals, which means that the quality of the connection cannot be guaranteed at all times and in all locations. This is linked to the (computer) equipment used, the radio coverage of the network and atmospheric conditions. The service provider cannot guarantee the establishment and/or maintenance and/or quality of the connection and is not responsible for it.
- 6.2 A non-established connection, disconnection or a low-quality connection do not constitute a reason for a refund of the costs and rates payable.

Article 7 Liability

- 7.1 The use of the download application for Voice over IP programs is at the risk and expense of the buyer.
- 7.2 The buyer is personally responsible for the loss, theft or misuse of the download application for Voice over IP programs, software client and calltime.
- 7.3 The successful installation of the download application depends on the buyer's computer equipment and Internet connection. The service provider is not responsible or liable for an unsuccessful installation of the download application.
- 7.4 The service provider is not liable for any direct or indirect damage or losses as a result of the purchase and/or use of calltime and/or installation and/or use of the download application, including among other things consequential damage, loss of turnover and profits, loss of data and immaterial damage (including infringements on privacy).
- 7.5 The service provider emphasises that it is not responsible for the content obtained or distributed (and originating from third parties) via the Voice over IP programs and that it has no obligation to check that content. The service provider cannot be held liable for this.
- 7.6 More specifically, the download application for Voice over IP programs is not suitable for calling emergency services such as the police, fire brigade or ambulance service. Within that framework, any form of liability of the service provider is excluded.
- 7.7 In the event that liability is nevertheless established, it shall always be limited to the amount of the calltime in question, and also to the amount paid out by the insurer in such cases.

Article 8 Privacy

- 8.1 Information on the buyer is collected in order to be able to perform the agreement or agreements and to ensure the relevant payments are made. This information may comprise personal details, bank (card) details, credit card details, etc.
- 8.2 The buyer grants the service provider permission to collect this information and to exchange this with third parties if so required within the framework of the agreement or on the basis of compelling and urgent reasons.

Article 9 Applicable law

- 9.1 The agreements referred to in article 1.3 are governed solely by the laws of the Netherlands.

Article 10 Dispute settlement procedure - business

- 10.1 As for persons, acting in the course of a profession or running of a business, only the competent Dutch court can take cognizance of any disputes resulting from the agreement.

Article 11 Dispute settlement procedure - consumers

- 11.1 Disputes between the buyer - not acting in the course of a profession or running of a business - and the service provider about the conclusion or performance of the agreement can be submitted to the Telecommunications Disputes Committee, P.O. box 90600, 2509 LP The Hague (the Netherlands) by both the buyer and the service provider.
- 11.2 The disputes committee shall only accept a dispute if the buyer referred to in article 10.1 has first submitted his complaint to the service provider in writing. The service provider shall respond to this in writing within 30 of receiving the complaint, unless this is in all reasonableness not possible. In that case, the buyer referred to in article 10.1 shall within that term be notified in writing when he may expect a response at the latest.
- 11.3 The buyer referred to in article 10.1 can submit the dispute to the Telecommunications Disputes Committee within 30 days of receiving the response from the service provider or within 30 days of the lapse of the date on which a response should have been received by virtue of the provisions in paragraph 2 of this article.
- 11.4 When the buyer referred to in article 10.1 submits a dispute to the disputes committee, the service provider is bound by this choice.
- 11.5 If the service provider wishes to submit a dispute to the disputes committee, it must ask the buyer referred to in article 10.1 to respond in writing within five weeks and say whether he agrees or not. The service provider must also announce that it deems itself entitled to submit the dispute to the ordinary courts after the aforementioned term has lapsed.
- 11.6 The disputes committee shall give its decision with due observance of the provisions of the regulations it is subject to. The regulations of the disputes committee are available on request.
- 11.7 The disputes committee shall give a binding award. Settlement of a dispute is subject to a fee.

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