

# Terms & Conditions

# Chippie Postpaid

Customer and Provider hereby agree to the following:

## **Article 1. Definitions**

The following terms have this meaning in this Agreement, terms not defined herein shall have their normal and customary meaning in the industry:

**“Agreement”**: this service agreement for mobile voice and/or data entered into between Provider and Customer.

**“Chippie”**: the SIM Card provided by Provider.

**“Chippieland”**: the territories which are part of ‘Chippieland’ as then described on the website of Provider. It is understood that the territories which are part of ‘Chippieland’ can vary during the term of the Agreement and that the then current description will be leading.

**“Connection”**: the possibility to make use of Provider’s network by means of a suitable mobile device including SIM card.

**“Contract Period”**: the initial contract period as described under ‘Contract period’ in the Information Sheet of this Agreement.

**“Customer”**: the person described under ‘Customer Information’ in the Information Sheet of this Agreement.

**“Fixed Lines”**: fixed phone lines.

**“Other Local Mobile Operators”**: other operators of mobile telecom services located in the Territory.

**“Price”**: the Fee(s)/Cost(s) for the Service(s) and/or Product(s) as described in the Information Sheet of this Agreement.

**“Privacy Statement”**: Provider’s privacy statement as published on Provider’s website.

**“Products”**: the product(s) as elected by Customer under this Agreement as described in of the Information Sheet of this Agreement.

**“Provider”**: the provider as indicated in the Information Sheet of this Agreement.

**“Services”**: the service(s) as elected by Customer under this Agreement as described in the Information Sheet of this Agreement.

**“SIM Card”**: a SIM Card provided by Provider.

**“Territory”**: the territory as described in the Information Sheet of this Agreement.

**“Warranty Period”**: the period described in article 6.3 of this Agreement.

## **Article 2. Customer declares, acknowledges and warrants**

Customer hereby declares and warrants:

- i. the information he/she provided in the Information Sheet of this Agreement to be correct and truthful;
- ii. that he/she is a residential Customer;
- iii. that he/she will not use the Services/Products provided under this Agreement for business purposes;
- iv. that he/she agrees with all herein mentioned conditions and the Fair Use Policy applicable to the Services/Products provided under this Agreement.

## **Article 3. SIM card**

3.1.  
Customer acknowledges that an active SIM Card is required i) to make a connection to Provider’s mobile network with his/her mobile device, such as but not limited to, his/her mobile handset, tablet or dongle, and ii) use the elected Services. It is the sole responsibility of Customer to keep his/her SIM Card active at all times.

3.2.  
The SIM Card will remain active:

- i. If Customer chooses ‘post-paid’ Service(s): during the term of the Agreement if Customer complies with his/her obligations under the Agreement. The SIM Card and the phone number that is dedicated to the SIM Card will expire when the Agreement is terminated or cancelled.
- ii. If customer chooses ‘pre-paid’ Service(s): as long as Customer has a) a minimum balance of ANG. 0,01 on his/her SIM Card and b) Customer recharges his/her balance every two (2) months. Customer acknowledges that credit not used within two (2) months will expire and be forfeited. The SIM Card and the phone number dedicated to the SIM Card will expire in the event the balance is not recharged within four (4) months.

3.3  
Provider reserves the right to re-issue Customer’s phone number dedicated to the Chippie, to a third party when the SIM Card and the phone number dedicated thereto are expired.

3.4  
The SIM Card may only be used in combination with the type of mobile device for which it is intended. The SIM Card will have a registration number which enables Provider to register the technical properties and/or settings of the SIM Card provided to the Customer. Provider reserves the right to change the technical properties and/or settings of the provided SIM Card.

3.5  
Customer acknowledges it is his/her sole responsibility to obtain a mobile device and/or a SIM Card that will support the Services chosen by the Customer.

3.6  
Customer acknowledges he/she might not be able to use (part of the) elected Services when the SIM Card becomes inactive and/or the acquired mobile device does not support the elected Services. Customer acknowledges this will not constitute a ground for cancellation and/or termination of this Agreement and he/she will remain responsible for the payment of the (monthly) Price as specified in the Information Sheet.

#### **Article 4. Price and payment**

4.1.  
The monthly Price shall be invoiced by Provider to the Customer and shall be fully payable by Customer in addition to:

- i) Costs of Out of Scale and Scope calls\*
- ii) Costs of Out of Scale and Scope SMS\*
- iii) Costs of Out of Scale and Scope data traffic\*

\*Out of Scale and Scope are all calls, SMS and data traffic that fall outside the bundle of the elected service(s) as described in the Information Sheet such as for example voice and data roaming costs.

- iv) Any other applicable costs and rates, such as but not limited to, (re)installation fees, deposit, sales tax;
- v) Costs for other and/or additional services/products of the Provider.

4.2  
The amounts due must be fully paid within the payment term as mentioned on the invoice. Provider shall be entitled to 18% interest per annum on outstanding amounts not paid within the payment term plus collection costs.

In case of late payment, interest will be charged on the outstanding amount. A fine can be imposed as well. In case a service is disconnected and needs to be reconnected, reconnection fees can also be charged. All judicial and extrajudicial collection fees and costs resulting from non-payment will be for the customer's account.

4.3  
Provider is entitled to require payment of certain fees or costs in advance.

4.4  
Provider reserves the right to require payment of a deposit or require Customer to issue a irrevocable letter of credit or other form of security acceptable by Provider prior to providing the Service(s) or during the term of the Agreement. Upon receipt of Provider's written request for a security, Customer shall have ten (10) business days to provide or implement such security and if Customer fails to comply with such request within said time period, Provider

shall be authorized not to provide the Service(s), or immediately suspend and/or terminate the Service(s) without further notice being required.

4.5  
In the event of partial payment of outstanding invoices, Provider will be entitled to attribute the payment as follows: i) outstanding costs and late fees; ii) the outstanding interest; iii) the outstanding invoices whereby payment shall be attributed against the oldest first; iv) current interest.

4.6  
In the event that Customer has not fully paid outstanding invoices, Provider shall be entitled to terminate or suspend (part of) its Services until full payment has taken place. Provider shall be entitled to charge additional (reconnection) cost before reconnecting the Services after full payment.

4.7  
In so far as the monthly Price owed to the Provider for the Service(s) do not relate to an entire calendar month, 1/30th part of the monthly Fee will be charged for each day unless otherwise agreed upon between parties.

4.8  
Provider's information is conclusive in determining the amounts owed unless the Customer can prove that this information is not correct.

4.9  
If the Customer disputes any amount stated on the invoice, he/she shall submit his/her written objection including evidence of its statement to Provider within thirty (30) calendar days as of the date of the disputed invoice. Customer will forfeit his/her rights to dispute any amount stated on the invoice if he/she does not object thereto in writing within above-mentioned time period. Notwithstanding the foregoing, Customer shall remain liable for all outstanding amounts, including the disputed items, during the investigation of the objection.

## **Article 5. Amendments**

5.1.  
Provider reserves the right to amend the terms and conditions of this Agreement from time to time, including but not limited to the scope of the Service(s) and the prices for the Service(s). The amendments shall also apply to the existing agreements, unless Provider explicitly excludes the amendments for such agreements.

5.2  
The amendments come into effect four weeks as of the date of the announcement, or at a later date mentioned in the announcement, unless a different period is required by law, which will then apply.

5.3  
In the event the Customer does not wish to accept an amendment that relates to the Service(s) he/she elected, Customer can terminate the Agreement in writing with regard to this Service effective on the date the amendment comes into force, provided the written termination letter

has been received by Provider before the date the amendment becomes effective.

- 5.4
- The provisions of article 5.3 of this Agreement do not apply:
- \* If the Customer solely benefits from the amendment;
  - \* If the amendment in reasonableness has no implications for the (legal) position of the Customer;
  - \* If the Customer is offered the option to refuse the amendment;
  - \* If parties already irrevocably agreed upon the amendment when they entered into the Agreement;
  - \* If the amendment is prescribed by the (governmental) authorities;
  - \* In other cases in which this is not required on grounds of applicable legislation and regulations.

## **Article 6. Warranty**

6.1  
Provider warrants it will use its best efforts to provide the Service(s) with as little disruption as possible.

6.2  
Provider does not warrant that the Service(s) and /or the Product(s) Customer acquired are capable of transporting the speed and/or signal or otherwise actually providing the other technical qualities and specifications as requested by the Customer or agreed in this Agreement, as this is dependent on the technical quality and specifications of Providers mobile network connections and equipment. In case it becomes evident at installation or another moment in time that the speed, signal or other technicalities as indicated above cannot be achieved, Provider reserves the right to i) offer the Customer other Service(s) with a speed and/or signal and/or technicalities that can be achieved, or ii) to cancel this Agreement as provided in article 10.

6.3.  
Provider warrants the mobile device, excluding external battery and SIM cards, purchased by Customer and provided by Provider will be free from defects in workmanship and materials for a period of three (3) months as of the date of purchase of the device (the "Warranty Period") unless another term is mandatory required by law, which term will then be applicable. This limited warranty is not transferable. During the Warranty Period, the mobile device will be replaced, without charge to Customer. If the mobile device is replaced during the Warranty Period, the Warranty Period will extend with another three months as of the date Customer received the replaced device. This Limited Warranty does not apply to normal wear and tear or if any component of the mobile device is opened or repaired by someone not authorized by Provider and does not cover repair or replacement of any mobile device hardware damaged by: misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than Provider. This limited warranty does not cover physical damage to the surface of the mobile device hardware, including cracks or scratches on the LCD screen. This limited warranty also does not apply if the malfunction results from the use of the mobile device hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by Provider specifically for use with the

particular model of the mobile device, and where it is determined by Provider that such malfunction is not the fault of the mobile device hardware itself. Provider shall not be responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the mobile device, or through the use of synchronization software.

6.4.  
When making a warranty claim, Customer must present the following to Provider within the Warranty Period: i) the mobile device or the affected part thereto; ii) the original proof of purchase which clearly indicates the name and address of Seller, the date and place of purchase, the product and the IMEI or other serial number. If Customer fails to provide this within the Warranty Period, the warranty will expire.

## **Article 7. Use**

7.1  
The Customer is responsible for all use made of the Connection, even if this is without his/her permission, consent or knowledge. All amounts due arising out of the use of his/her Connection shall be borne by the Customer.

7.2.  
In the event of robbery or loss of the mobile device, Chippie and/or related security codes or (assumption) of use against the will of the Customer, he/she may request Provider in writing to block a Connection. Blockage takes place on the date the request is received in writing by the Company. The Customer is only liable for the user related fees as up to the date of blockage of the Connection.

7.3.  
Any use of the Service(s) and/or Product(s) or system resources used to provide the Services otherwise than as intended by the Agreement or disrupting the normal use of the Service(s) and/or any system of Provider and/or of other customers of Provider, other users or suppliers is considered to be an abuse of the system resources and provides grounds for intervention, suspension and/or termination by Provider of the Agreement. Modification, alteration, reverse engineering, de-compilation, disassembly or creation of derived works based on Provider's proprietary information or software provided by Provider is an abuse of the Service(s) and provides grounds for intervention, suspension and/or termination of the Agreement by Provider. Depending on the nature and severity of the abuse, the Customer may receive an e-mail warning, suspension and/or termination of the Agreement. Customer will be liable and fully responsible towards Provider and will hold Provider harmless from any claims of third parties for costs and damages of Provider due to abuse as described in this article, in accordance with article 12 of this Agreement.

7.4  
The Internet is a world-wide network. As such, it contains sites in countries around the world. The information available through the Service(s) may include items of an erotic, abusive or violent nature or other items not appropriate for viewing or possession by minors. Provider cannot and does not exercise any control over the information passing through its system, nor is it obliged to do so. It is therefore the duty of the Customer, user and/or parent or guardian to supervise the use of the Service(s) and the Internet by minors and any responsibility and

liability of Provider in this regard whatsoever is excluded.

#### 7.5

The network on which the Services are provided has been established to:

- a. Provide - speed and quality depending on the equipment used and services agreed upon, and furthermore on best efforts basis- high quality high bandwidth networking services to the business community and private users;
- b. Promote the use of data-related services in the Territory.  
Use of the Service(s) in accordance with these principles and under the further requirements, restrictions and conditions contained herein and as further to be communicated to Customer by Provider, will be considered the Acceptable Use Policy of Provider.

#### 7.6 Requirements of usage:

- a. To respect the privacy of the users of Provider and all networks accessible via Provider.
- b. To respect the legal protection provided by copyright, license, and other applicable legal devices to programs, communications, and data.
- c. To respect the integrity of computing systems, and to not use Provider and/or its systems to compromise same.
- d. To respect common usage E-Mail services.
- e. To obtain all required permissions and to comply with all applicable laws, regulations, or conventions including those related to data privacy, international communications, exportation of technical or personal data and intellectual property laws (including copyright and patent law).
- f. To promptly notify Provider if one suspects unauthorized use of the network.
- g. Not to seek redress from Provider if one is harmed or offended by information products or services found on or received through the Internet.

#### 7.7

Specifically acceptable usage of the Service(s) a. Usage for legitimate private personal or business data communications. b. Usage for legitimate public data communications as suggested by newsgroups and the well-known guidelines generally accepted by the users and news administrators of same. c. Usage legitimate for research or educational purposes. Usage for other data communications in accordance with applicable laws in the Territory.

#### 7.8

Unacceptable usage of the Service(s) a. It is not acceptable to use the Service(s) and/or the Provider's network for illegal purposes. b. It is not acceptable to use the Service(s) and/or Provider's network to transmit threatening, by/in the community unacceptable or harassing materials. c. It is not acceptable to use the Services and/or the Provider's network to interfere with or disrupt network users, services or equipment. Disruptions include, but are not limited to, distribution of unsolicited advertisement and using the network to make unauthorized entry to any other machines accessible via Provider's Internet connection. d. It is not acceptable to use the Service(s) and/or Provider's network for the purposes of transmitting "Chain Letters," "broadcasting" messages to third party's mailing lists or non-consenting individuals, nor any other type of use which may or will result in congestion of the Internet or Provider's connecting networks, or which may or would significantly interfere with the connectivity of others.

e. It is not acceptable to use the Service(s) for voice communications and/or as a medium to



facilitate voice communications unless agreed upon between Customer and Provider in writing. f. It is not acceptable to use the Service(s) and/or Provider's network for illegitimate or illegal purposes. g. It is prohibited to: introduce viruses, worms, harmful code and/or Trojan horses on Provider's network; or use the Service(s) or Provider's network for spamming or flaming to hack or otherwise obtain unauthorized services; or to delete or alter author attributes or copyrights notice, unless expressly permitted in writing by Provider, the author or owner;

or use the Service(s) or Provider's network other than for Customers' private or own business use. The commercial exploitation, including the selling, distribution, leasing, or otherwise provisioning of the Service(s) (in whole or in part) to third parties or of, data, voice or other services by Customer by means of the Service(s) or Provider's network (other than through acceptable use of the Service(s) by Customer) is therefore expressly prohibited, unless such commercial exploitation is expressly and specifically permitted and agreed upon in writing by Provider.

7.9  
Violation of policy Provider will review alleged violations of acceptable use policy on a case by-case basis. Violations of policy may result in suspension and/or termination of the Agreement, Violations may also result in claims for costs and/or damages of Provider.

## **Article 8. Assignment of numbers and number security**

8.1.  
In order to utilize a Connection the Customer should possess a SIM Card and a number. Provider will assign one number per SIM Card to the Customer.

8.2.  
Provider reserves the right to modify a number in case of modifications of the national numbering system or number allocation by governmental agencies, changes to the network or under other circumstances which require modifications of the numbering.

## **Article 9. Changes, maintenance and interference of the network**

9.1.  
The technical aspects of the network or the Services may be modified by Provider in order to cope with time and technology. Where possible, Provider shall try to carry out the modifications without affecting the user possibilities of the Customer and the mobile devices used.

9.2.  
The network is serviced by or on behalf of Provider. In order to service the network, Provider may (temporarily) discontinue (part) of the network. Provider will reduce this to a minimum and where required, network interferences will be timely published, unless it concerns short or limited interruptions whereby general or specific publication cannot be required from Provider.

9.3.  
Interferences are investigated as soon as these are known to Provider and remedied to the best of their ability. The expenses to detect and correct the interference may be charged to the



Customer if it turns out the interference is caused by devices used by the Customer or due to actions of the Customer contrarily to the terms in this Agreement or applicable laws and regulations.

## **Article 10: Cancellation (“ontbinding”) by Provider**

### 10.1.

Without prejudice to any other rights Provider may have, Provider explicitly reserves the right to cancel this Agreement with immediate effect by written instrument out of court, without any further notice being required, and without any liability towards Customer for damages whatsoever and without the Customer having any claim or other rights whatsoever towards Provider in the event:

- a) the Service(s) as elected under this Agreement does not have minimal a higher monthly fee than the monthly fee of Customers current Service(s) that precedes the elected Service(s);
- b) of a situation mentioned in article 6.2;
- c) the results of the credit check performed by Provider regarding the Customer are negative, which is to be determined in sole discretion by Provider;
- d) any irregularities appear during the identification check performed by Provider on the Customer, which is to be determined in sole discretion by Provider;
- e) Customer has provided incorrect and/or incomplete information to Provider;
- f) Provider receives instructions of the telecom regulator and/or thereto authorized minister to amend i) the Services and/or ii) the terms and conditions of this Agreement;
- g) In the event Customer is declared bankrupt, placed under receivership, filed for bankruptcy or moratorium of payment;

### 10.2.

Provider reserves the right to claim any damages it may suffer as a result of the cancellation.

### 10.3.

Both the Provider and the Customer may cancel the Agreement wholly or in part if the other party fails to fulfill one or more of its obligations, in so far as this failure justifies cancellation. If fulfillment is still possible, a written notice of default is required providing the other party a reasonable term to comply.

## **Article 11: Term, renewal and termination (“opzegging”) and minimum package period**

### 11.1

This Agreement is entered into for the initial term as specified in the Contract Period. At the end of the Contract Period the Agreement will be tacitly renewed with each time one (1) year, unless the initial term as specified in the Contract Period was shorter than one (1) year (same as 12 months), in which event the Agreement will be tacitly renewed, each time, with a term that is equal to the amount of months of those of the initial term specified in the Contract Period. The Agreement will not be tacitly renewed if terminated (“opzeggen”) by either party by written notice at least one (1) month prior to the end of the initial or renewed term, notwithstanding any rights of Provider as stated in this Agreement to terminate otherwise.

### 11.2

During the term of this Agreement the Customer is not entitled to terminate (“opzeggen”) this Agreement. This means that during the term of the Agreement the Customer must maintain the Services elected under this Agreement, unless an exception is made in writing by a thereto authorized representative of Provider.

### 11.3

During the term of this Agreement Customer may elect in writing to upgrade to other services which have minimal a higher monthly Price than the monthly Price of Customer’s than current Services. However in the event that Customer elects such services this Agreement shall automatically be terminated and parties shall enter into a new agreement as of the election date of such than newly elected services. The than new elected services shall be provided during a new (initial) contract term.. Provider reserves the right to request an additional deposit in the event of an upgrade if deemed necessary.

### 11.4

If the situation as described in article 11.3 occurs, the deposit paid by Customer under his/her than current Services will not be paid back by Provider upon commencing of the new initial (contract) term, but will be remain under Provider as a deposit for the new elected services. If Provider requested an additional deposit, this will be paid by Customer before commencement of the new elected services.

### 11.5

In the event that the Customer terminates this Agreement in whole or in part prior to the end of the initial or renewed term, the remaining monthly Price for the Services elected herein up to the end of the term shall be immediately due and payable by the Customer, unless an exception is made in writing by a thereto authorized representative of Provider.

## **Article 12: Limited liability**

### 12.1.

The Customer agrees to indemnify and hold Provider, its officers, directors, agents and employees harmless from and against any lawsuits, damages, claims or liabilities (or actions or proceedings in respect thereof), including of third parties, related to or arising out of the use of the Services and/or Products provided by Provider, in particular any claim with regard to infringement of any third party’s intellectual property rights through the use of the Service(s) and/or Product(s) provided by Provider, and Customer will reimburse Provider, its officers, directors, agents and employees for all legal and other expenses, including reasonable attorney’s fees, incurred in connection with investigating, defending or settling any such loss, claim, damage, liability action or proceeding, whether or not in connection with pending or threatened litigation.

### 12.2.

In no event shall Provider be liable to the Customer or third parties for indirect damages or consequential damages sustained by the Customer or third parties in using the Service(s) and/or Product(s) provided by Provider however 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 goodwill), unless in the event of gross negligence or willful misconduct of Provider. In the event any direct damages are inflicted for which Provider is

liable, the liability will be limited to the total amount invoiced by Provider to the Customer for the recurring monthly fee in the twelve months prior to the incident.

### 12.3.

The Product(s) and Service(s) are provided by Provider on an “as is” and “best efforts” basis. Except for the warranty as described in article 6 of this Agreement, Provider disclaims all warranties of any kind with regard to the Service(s) and/or Product(s) including, but not limited to warranties or title, usability, condition, non-infringement, compatibility, security, or accuracy and disclaims all implied warranties of merchantability or fitness for a particular purpose.

### 12.4

Provider shall not be liable to Customer or third parties for any loss or damage sustained by Customer, its customers or end users, by reason of any failure or break down of Provider’s communication facilities or those of Customer or third parties associated with providing the regarding services, or for any interruption, degradation of the Service(s) whatsoever shall be the duration or the cause of such failure, breakdown, interruption or degradation.

### 12.5

Customer acknowledges that Provider does not operate the Internet in any way whatsoever and that all merchandise, information, content and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties with whom Customer shall contract directly for such services. Consequently, Provider offers no warranty, whether express or implied, and makes no representation with regard to any merchandise, information, content and services offered or made available or accessible on the Internet and Provider shall not be liable for Customer’s reliance on or use of such merchandise, information, content and services offered or made available or accessible on the Internet.

### 12.6

Provider does not restrict access to any destination within the Internet network; however, Customer acknowledges that other internet service providers may, from time to time, filter or restrict access to other destinations within the Internet network and Customer agrees that Provider shall have no liability for any such action by a third party internet service provider.

### 12.7

Provider shall not be liable for any losses or damages, either direct, indirect or otherwise sustained by reason of failure in or breakdown of the 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 dispute, fire, inclement weather or other causes beyond the reasonable control of Provider.

## **Article 13: Privacy**

### 13.1

Provider processes information, including personal, traffic and location information about Customer in the provision of its Services on grounds of this and possible other agreements with Provider, with due regard of the applicable legislation and regulations with regard to

protection of personal privacy.

### 13.2

The procedure for processing this information about the Customer and the protection of personal privacy is set down in Provider's Privacy statement as published on its internet site. This Privacy statement will be amended from time to time if new developments make such amendment necessary.

## **Article 14: Entire Agreement**

### 14.1

This Agreement contains the entire agreement of the parties with respect to the Service(s) and/or Product(s) as elected under this Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the elected Services and/or Products, however all concerning payment obligations and other obligations of Customer arising from previous agreements between Customer and Provider regarding aforementioned services are continued as obligations arising out of this Agreement and remain due and payable and an obligation by and for Customer.

## **Article 15: General**

### 15.1

If any provision of this Agreement is held by a court to be illegal, void, prohibited or unenforceable, it shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions thereof and any such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking therein contained.

### 15.2

Customer may not assign or transfer this Agreement in whole or in part without the prior written consent of Provider. Provider may assign or transfer this Agreement in whole or in part to any affiliated entity or successor in the interest of Provider, whether by merger, consolidation, transfer of its assets or otherwise. Customer will be notified in writing thirty (30) days prior to such assignment or transfer.

### 15.3

This Agreement is exclusively governed by and construed in accordance with the laws of Curacao. Any dispute arising out of or in connection with this Agreement shall be brought exclusively to the competent courts in Curacao.

### 15.4.

All notices to Provider by Customer regarding this Agreement must be in writing and signed by Customer and must include a copy of a valid ID of Customer. All notices to Provider regarding this Agreement must be sent to the UTS Customer Services Department with mentioning of the contract number provided to Customer by Provider for this Agreement.