

General Terms and Conditions

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INTRODUCTION

1. General

WE.STREAM B.V., vested in the Netherlands (hereinafter referred to as “WE.STREAM”) provides the Products and Services and Customer purchases such Products and Services under the conditions defined in these General Terms and Conditions (hereinafter referred to as the “GTCs”). The term “Customer” used hereinafter shall duly refer to every such person or entity, purchasing WE.STREAM’s Products and Services, and any person or entity that has requested a quotation from WE.STREAM. Any pre-contractual and contractual relations between WE.STREAM and Customer will be governed by the present GTCs, unless and in as far as explicitly otherwise agreed in writing between parties concerned. Customer acknowledges that he has been informed of and agrees with the present GTCs. Any stipulations included in documents issued by Customer, which do not conform to the present GTCs, will not be applicable. Customer explicitly acknowledges that his general conditions will not apply to the present agreement between WE.STREAM and Customer. In case of any conflict or inconsistency arising between the provisions of the Contract between WE.STREAM and Customer and the provisions of the GTC, the provisions of the Contract between WE.STREAM and Customer shall prevail.

2. Definition of WE.STREAM's services and products

WE.STREAM is a national and international service provider in mobile data communications. WE.STREAM offers a convergent solution using mobile telecommunication and internet. For purposes of these GTCs, the term « services » shall refer, jointly or alternatively, i) to the provision of mobile telecommunication services by WE.STREAM, ii) to all related software, such as, but not limited to, “MyAccount”, allowing customer to monitor and operates WE.STREAM services, iii) to all trainings and training documentation provided by WE.STREAM, iv) to all technical support by WE.STREAM. For purposes of these GTCs, the term « product », shall refer, jointly and alternatively, to the SIM cards and the recharges and moreover to any device that is equipped with a SIM card that is supplied by WE.STREAM.

CHAPTER I: WE.STREAM's SERVICES IMPLEMENTATION AND PRODUCTS

3. General

WE.STREAM gives the Customer, for the term of the Agreement, a non-transferable and non-exclusive right to use the Services as Customer, according to the applicable Product Information, including prices, and according to the existing network coverage. However it is not possible to guarantee services that are completely free of interruption or interference, particularly not in cases of force majeure (avalanches, floods, war, unforeseeable orders by the authorities, electricity cuts, viruses, etc.). Details and conditions regarding the Services provided by WE.STREAM are contained in the specific Service and Product Description. Information regarding the availability of services is always provided on a non-binding basis. The Customer acknowledges that WE.STREAM’s Services can only be supplied if all the contractual and technical conditions have been fulfilled.

4. Customer's general Obligations

Customer shall ensure to use and treat WE.STREAM's services and products lawfully and in compliance with these GTC's.

5. Price and Invoice

1. The price to implement WE.STREAM's services is specified in the Contract between WE.STREAM and Customer, and the applicable Price List specifies the prices for using WE.STREAM's services and buying WE.STREAM's products.

2. Unless otherwise expressly indicated, all such prices are excluding costs for delivery and transport and are exclusive of all applicable value added, sales, use, excise or other applicable taxes.
3. An invoice shall be issued by WE.STREAM for any and all amount due by Customer. Customer shall pay WE.STREAM all charges under this Agreement without deduction, postponement or set-off. All payments shall be made to WE.STREAM's bank account as stated on the invoice.
4. We.Stream will invoice the Customer the total commitment as stated on the Contract even if this commitment is not fully used.
5. Verbal agreements which defer from the price list are only applicable after written confirmation from We.Stream.
6. In the event Customer disagrees with any amount mentioned on the invoice, Customer shall notify WE.STREAM within ten (10) working days in writing. The notification shall be done by registered post. If Customer does not complain within ten working days, the Invoice will be deemed correct unless proven otherwise by Customer.
7. All prices and billing will be in Euro or as otherwise agreed.
8. In the event the Customer violates the Fair Use Policy as described in article 7 of these GTCs, We.Stream is entitled to increase the rates per MB, with a fine, from the moment the Violation has taken place.

6. Payment terms

1. Customer agrees to pay all applicable charges for WE.STREAM's services and products in accordance with the applicable Price List.
2. Unless otherwise stated, all invoice amounts are required to be paid upfront on order.
3. Payment shall be considered as effected when WE.STREAM receives the applicable funds for the full amount due in its account.
4. Any levies or bank charges that are due or may become due on the payment will be paid by Customer.
5. In the event of late payments, WE.STREAM shall have the right to charge an interest ascending to the annual rate of 12% on the outstanding amount. The interest shall be immediately due.
6. In case any charges, rates or prices are stated in currencies not being the Euro, these charges, rates or prices will be transferred to prices in Euro against the median currency exchange rate in effect on the day of the invoice.

7. Fair Use Policy

SIM card rates and tariffs assume fair usage of the services by the Customer. Fair usage of the services should be in line with the Commitment as agreed in the Contract. In the event of fair usage not being sustained, WE.STREAM reserves the right to review the rates and tariffs applied to Customer's account or to terminate the Services. WE.STREAM may rely on the Fair Use Policy where Customer's usage of WE.STREAM Data Services is excessive or unreasonable, as defined above. It is unreasonable use of WE.STREAM Services where Customer's use of WE.STREAM services is reasonably considered by WE.STREAM to be fraudulent, in violation with laws and regulation or to adversely affect the WE.STREAM network or other WE.STREAM Customers' use of or access to a WE.STREAM service or the WE.STREAM network. Where Customer is in breach of this Fair Use Policy, WE.STREAM may contact Customer to discuss changing Customer's usage so that it conforms to this Fair Use Policy. If, after WE.STREAM has contacted Customer, Customer's excessive or unreasonable use continues, WE.STREAM may, without further notice to Customer suspend or limit the service (or any feature of it) for any period WE.STREAM thinks is reasonably necessary and/or terminate Customer's agreement with two weeks written notice.

8. Relationship of the Parties

1. It is agreed that, unless otherwise stated expressly, the Contract does not grant to Customer any exclusive rights. WE.STREAM shall be entitled to enter into a same or similar contractual relationship as that provided under this Contract to other individuals or entities.

2. Customer specifically agrees that it shall have no power or authority to represent WE.STREAM in any manner and that it will not at any time represent orally or in writing to any person or corporation or other business entity that it has any right, power or authority expressly granted by this Agreement.

9. Publicity

Customer shall, on no occasion whatsoever, make any announcements or statements to the public or create any written materials concerning the relationship between the Parties or concerning WE.STREAM's services, products or business, without the prior written consent of WE.STREAM.

10. Intellectual Property Rights

1. General: In the absence of written provisions to the contrary, all intellectual and industrial property rights held by either party shall remain the property of that party, or its respective owners. Nothing in this agreement shall be taken as giving the other party any right or license relating to the intellectual or industrial property rights belonging to the other party.
2. Material: In the event any marketing logo, works of authorship, training materials, telemarketing scripts, reports or data, any other proprietary information or promotional material in respect of WE.STREAM's products and services ("the Material") is made, created developed or written, by either party in accordance with the activities contemplated hereunder and/or with the performance of this agreement, this Material shall be deemed the sole property of WE.STREAM with royalty-free right of use thereof for the other party.
3. Customer shall indemnify, defend and hold harmless WE.STREAM against all claims, suits (threatened or actual), liabilities and expenses (including reasonable attorneys' fees and expenses) arising out of or derived from whatsoever violation of intellectual property rights by Customer.
4. The right to Use WE.STREAM services will grant Customer a personal, non-transferable and non-exclusive license to use any of the software and documentation regarding the service supplied by WE.STREAM during the present agreement. WE.STREAM and its licensors, if any, will always possess the rights, property rights and interests in and in relation with the supplied software and documentation, including any intellectual property rights related thereto.

11. Trademarks and other intellectual Property Rights

Customer shall not at any time during the term of Agreement or thereafter directly or indirectly use the WE.STREAM's Trademark(s) except in a manner and to an extent to which WE.STREAM may specifically and expressly consent in writing. Customer hereby acknowledges that any use by Customer of the Trademark(s) shall not create or confer any ownership-right therein in favour of Customer. Nothing in this Agreement shall be construed as transferring any patents, utility models, trademarks, trade names, design patterns, copyrights or any equivalent intellectual property rights from one party to the other.

CHAPTER II: SIM CARDS USAGE AND LOGISTIC

12. Ordering, Delivery and Activation

1. General: All orders of products pursuant to this Contract shall be effected by the issuance of an Order Form by Customer. Such orders shall be firm and irrevocable and made in the way agreed from time to time by the parties. Customer will be responsible for the accuracy of all information contained in such order and fulfilment of the preconditions for the proper processing of the order in compliance with the agreed process. Such Order Form shall be fully filled in stating unit quantities, unit descriptions, applicable prices, and shipping instructions and any other details figuring in the Order Form. WE.STREAM reserves the right to refuse, at its sole discretion, any order in cases such as, but not limited

- to: (a) the fulfilment of Customer's order is not possible because of technical and/or legal restrictions; or (b) the fulfilment of Customer's order would constitute or give rise to a breach of this Agreement.
2. Order Placement: Orders for the Products are initiated when Customer sends an Order Form via email to the WE.STREAM's Sales Department during UTC+1 office hours. In order to ensure that all information to start the ordering process is available, the Order Form must be complete and duly signed by Customer.
 3. WE.STREAM is allowed to accept any Order that doesn't comply with article 12.1 and/ or 12.2 of the GTCs.
 4. Any changes done on an Order as mentioned in Article 12.1 can only be done in writing.
 5. Invoice: WE.STREAM will send Customer a pro forma invoice, including the amount payable. An order shall be processed only upon receipt by WE.STREAM of the invoiced amount.
 6. Delivery & Shipment: Customer shall bear all costs and expenses incidents to WE.STREAM's shipment of the products to it. Customer shall duly inform WE.STREAM about the preferred method of shipment and the carrier; being alternatively, the Post or any other private express carriers. However WE.STREAM may choose another method of shipment or carrier at its own discretion. Title to and risk of loss or damage to; the Products sold by WE.STREAM shall pass to Customer upon WE.STREAM's delivery thereof to the carrier at the shipping point, being WE.STREAM's office or alternatively the Post office, the carrier acting as Customer's agent. All claims for damages must be filed with the Carrier. All shipments will normally be made following Customer's instruction. Risk of loss or damage to the products in transit without regard to any other circumstances surrounding the shipment, remains with Customer. In the event of miss-delivery, WE.STREAM shall, on a reasonable efforts' basis, aid Customer in dealing with the carrier in tracing the shipment and obtaining delivery. In case of failure to accept delivery at the time of the first tender, Customer shall be liable of any additional costs incurred and be responsible for any loss, damages, destruction of the goods that may occur thereafter, except where WE.STREAM has expressly retained any risk to the goods until delivery.
 7. Time of Delivery: Delivery dates and time set forth in any Customer's order or other purchasing documents, or any confirmation thereof or statement by WE.STREAM shall be deemed to be estimated only and subject to WE.STREAM's then current lead times for the products. WE.STREAM shall bear no liability whatsoever for delay in delivering the product.
 8. Import control: Customer shall be responsible to satisfy any import regulation and to obtain, as the case may be, any necessary import documentation prior to import any product. Customer shall secure and obtain, at its sole expense, such import documents as are necessary for it to fulfil its obligations under this Agreement. Upon Customer's specific request, WE.STREAM shall on a reasonable efforts' basis, provide supporting import document that WE.STREAM may issue.

13. SIM Card Expiry

Should the SIM card still not be activated six (6) months after delivery, the SIM card and the data value included therein shall expire and its related number invalidated, without any compensation payable to Customer. The moment when the SIM card is activated is the moment of the first data session of a user. In the case Customer's customer and End-users do not use the SIM Card or the data value components over a period of six (6) months, WE.STREAM reserves the right to deduct a charge of EUR 1.00 per month from the remaining credit balance of the account or phone number. With expiration of the credit the card shall be deactivated without prior notice. The phone number shall be lost without any compensation. NB: the applicable period of time prior to deactivation may vary from country to country and/or from product to product. No use shall be defined as no billable transaction per MSISDN over a period of six (6) months in WE.STREAMs Billing System for the SIM. Billing transactions are, data usage.

14. Registration

Customer is obliged to provide WE.STREAM a copy of the Chamber of Commerce registration and a passport photocopy of the authorised signatory of the company, We.Stream will be responsible for the protection of personal data from customer and user as agreed in the “Personal Data Protection Act” and/or other laws concerning processing personal data.

15. Defect Check & Return Process

Notwithstanding to the applicable Return Process as may be defined by WE.STREAM, Customer shall not accept returns of products without first checking with WE.STREAM as to determining whether the problem relates to the products or not.

CHAPTER III: SERVICING END USERS

16. Servicing End Users

Except if otherwise is expressly agreed upon, Customer shall be responsible for communicating with its users of the service, and for handling complaints and the due referral to WE.STREAM's Customer Service for trouble reports made by such users in accordance with the mutually agreed procedure. Customer shall make sure that its users are provided with up-to-date contractual and product literature.

17. Passing on Warranties and disclaimers

Customer shall distribute and sell WE.STREAM's services and products with the minimal warranties and disclaimers designated by WE.STREAM and will require all its sub distributors and dealers, as the case may be, to adhere to the same obligations.

CHAPTER IV: COMPLIANCE WITH LAW AND REGULATIONS

18. Compliance

General Customer shall, at its own expense, comply with any governmental law, statute, ordinance, administrative order, rule or regulation applicable to the exercise and performance of its duties and obligations hereunder and under the other contractual documents and shall procure all licenses and authorizations and pay all fees and other charges required thereby.

19. Data Protection.

WE.STREAM keeps, saves and operates data necessary to the proper performance of this Contract, for compliance with Dutch law, for maintaining the proper service to Customer, for the development of the quality of its services, and for the security of its service and of the infrastructure. We.Stream is responsible for the protection of personal data from customer and user as agreed in the “Personal Data Protection Act” and/or other laws concerning processing personal data.

20. Consumers

Customer shall insure that any documentation provided to end users, be in compliance with any local, national and international law applicable to the end users. If needed, Customer shall in particular insure that the above referred documentation, and appropriate modifications and additions to such documentation, be duly translated into the official language of the end users.

21. Compliance as to Registration

WE.STREAM hereby draws to customer's attention to the strict observance of the registration obligations mentioned above under section 14.

22. Usage of the Services

Customer agrees to use, and to insure that its users use, the service only for lawful services. This means, amongst others, that the service shall by no mean be used:

- (a) fraudulently or in connection with a criminal offence;
- (b) to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- (c) to cause annoyance, inconvenience or needless anxiety;
- (d) to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- (e) in any way which in WE.STREAM's opinion is, or is likely to be, detrimental to the provision of the service to the Customer or any of WE.STREAM's other customers;
- (f) in an unlawful manner, in contravention of any legislation, laws, licence or third party rights ; or
- (g) in a way that does not comply with any instructions WE.STREAM has given to the Customer.

23. Indemnification

Limited to these above-mentioned compliance obligations, Customer agrees:

- (a) to indemnify, defend and hold WE.STREAM, the directors, officers, stockholders, agents and employees of WE.STREAM, harmless to the greatest extent possible under applicable law against any and all judgments, fines, penalties, amounts paid in settlement and any other amounts reasonably incurred or suffered by WE.STREAM in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, arising from, in connection with or incidental to the performance of Services under this Agreement, including without limitation reasonable attorneys' and advisers' fee, costs and disbursements.
- (b) WE.STREAM shall, as a condition precedent to his or its right to be indemnified under this Agreement give Customer notice in writing as soon as practicable of any claim made against WE.STREAM for which indemnification will or could be sought under this Agreement. In addition, WE.STREAM shall give Customer such information and cooperation as it may reasonably require and as shall be within WE.STREAM's power.
- (c) In the event Customer shall be obligated to pay the expenses of any proceeding against WE.STREAM, Customer, if appropriate, shall be entitled to (i) participate jointly with WE.STREAM in WE.STREAM's defence, settlement or other disposition of any interest related to the Indemnity Matter, (ii) to settle or otherwise dispose of such Indemnity Matter, on such terms as Customer shall deem appropriate, provided that WE.STREAM can obtain a written release from the claiming third party and is not adversely affected in any other manner.
- (d) The indemnification provided herein shall not be deemed exclusive of any rights to which WE.STREAM or any other Indemnatee may be entitled under any applicable law or contractual disposition. The Indemnification provided under this Agreement shall continue as to WE.STREAM and each other Indemnity for any action taken or not taken while WE.STREAM was providing services even though WE.STREAM may have ceased to provide services at the time of any action, suit, or other covered proceeding.

CHAPTER V: WARRANTIES AND LIABILITY

24. As to the Services

WE.STREAM endeavours to provide quality service to its customers but cannot guarantee the fault free working of the services and especially the fault free working of mobile networks. WE.STREAM is not liable for any service or proof of service of Customer, which is carried over the WE.STREAM's network.

WE.STREAM is also not liable for operators ceasing or terminating roaming, termination or interworking services. WE.STREAM will give best effort to restore and maintain these services.

WE.STREAM reserves the right to perform maintenance activities as required for a variety of reasons and every effort will be made to minimise any adverse impact on service quality.

WE.STREAM is entitled to cancel or change the service, with a notice period of 3 months, when technical or business economic reason oblige for that.

25. Liability for the services

WE.STREAM's liability under this Agreement or in connection with its performance is expressly limited to the express provisions of this Agreement and to the conditions set out in this article. WE.STREAM makes no express or implied warranties, representations or endorsements regarding any merchandise, information, products or services provided in connection with or contemplated by the performance of the Agreement. Except for gross negligence and intent, WE.STREAM shall not be liable to any User of the Services for any direct or indirect loss or damage (including economic losses or any loss of profit) arising out of or in connection with the performance of its obligations under this Agreement. Under no circumstances shall WE.STREAM be liable for any indirect or consequential damages, including but not limited to damages that result from the Users' use of or inability to access any part of the product or User's reliance on or use of information, services merchandise provided on or through the Service or damages that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance.

Absolutely no component of these GTCs is aimed at excluding or limiting the liability of WE.STREAM for death or personal injury as result of intentional act or omission, or WE.STREAM. The liability of WE.STREAM, on any possible basis, towards the Customer or towards others that claim liability via the Customer, subject to the provisions in below articles, restricted to, at

the choice of WE.STREAM, is: (i) reimbursement from direct loss to not more than the average of the last 6 months usage charges incurred by Customer for the Services, or (ii) having the Services provided once more at the expense of WE.STREAM.

26. Warranty and liability for the products

WE.STREAM's products are warranted to be free from defects in materials and workmanship and to meet the applicable specifications when tested.

THE FOREGOING IS IN LIEU OF ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH OTHER WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. The liability of WE.STREAM under this warranty is limited solely in replacing, or repairing, or issuing credit (at the discretion of WE.STREAM) for such Products that are or become defective within 14 (fourteen) days after the date of the first use of the product. WE.STREAM will not be liable under this warranty unless (i) WE.STREAM is promptly notified in writing by Customer upon discovery of defects, (ii) the return of the defective unit is received by WE.STREAM for adjustment no later than 14 (fourteen) days following the date of first use, and (iii) Customer has duly complied with this Section and the Return process defined by WE.STREAM (iv) WE.STREAM's examination of such unit shall disclose, to its satisfaction, that such defects or failure have not been caused by misuse, neglect, improper installation, repair, alteration or accident. IN NO EVENT SHALL WE.STREAM BE LIABLE TO

CUSTOMER FOR ANY KIND OF INDIRECT DAMAGE, SUCH AS BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF PROFIT OR CLAIMS OF ANY THIRD PARTY BASED UPON A CLAIM FOR BREACH OF WARRANT. At all times the liability of WE.STREAM is limited to the total amount invoiced and paid by the Customer.

CHAPTER V: DURATION AND TERMINATION OF THE AGREEMENT; FINAL DISPOSITIONS

27. General

Unless agreed otherwise, the Agreement may be terminated by providing a three-months prior notice for the end of each calendar year.

If the Agreement is not terminated before the calendar year, the Agreement will automatically be extended by another year under the same conditions, unless Customer has given We.Stream a written termination of the Agreement including the notice period.

In any case, this agreement may always be terminated:

- (a) by WE.STREAM upon written notice if there is an unacceptable change in the control or management of Customer, as WE.STREAM may consider on its sole and entire discretion; immediately upon written notice by either Party if the other fail to fulfil any of its obligations in a material respect under this Agreement and (in case of a failure capable of being remedied) such failure is not remedied within 30 (thirty) days from having received a written request for such remedial action from the first Party;
- (b) by either Party, upon written notice, if the other Party makes an arrangement or composition with its creditors generally or makes an application to a court of competent jurisdiction for protection from its creditors generally or a bankruptcy order is made against the other Party or a resolution is passed by it for its winding up, a court of competent jurisdiction makes an order for its winding up dissolution, an administrator order is made in relation to it or receiver is appointed over (or an encumbrance takes possession of or sells) any of its assets;
- (c) by WE.STREAM, upon written notice, if WE.STREAM's license to provide the Services foreseen under this Agreement, which affects the exercise of rights or performance of obligations under this Agreement, is revoked or terminated for any reasons (and not simultaneously replaced);
- (d) By WE.STREAM, if WE.STREAM's supplier terminates her services;
- (e) by WE.STREAM, on written notice, if there is a material or substantial change in ownership of Customer; or
- (f) other grounds for early termination may have been foreseen elsewhere, as well as other modifications of the contractual relationship.
- (g) By We.Stream without prior notice if there is any unethical use of the service provided by We.Stream.

28. Service Amendments

WE.STREAM may at any time modify parameters of its services to implement new technology and offer additional services as long as this does not negatively influence the quality of services provided.

29. Service Suspension

WE.STREAM may at any time immediately suspend all or part of the services it provides until further notice without incurring any liability:

- (a) if it is obliged to comply with an order, instruction or request of Government, or emergency services organisation, or other competent administrative authority;
- (b) it needs to carry out work related to exceptional upgrading or maintenance of its facilities where those facilities must cease operation at or about the time;
- (c) in order to prevent damage or degradation of WE.STREAM's contracting party's network integrity which may be caused by whichever reason;
- (d) for a violation of WE.STREAM's acceptable use policy or for other behaviour that in WE.STREAM's

- reasonable discretion may be deemed to be illegal;
- (e) in order to protect WE.STREAM, at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by Customer; or
 - (f) in case of notifications or signs of fraud or abuse of service.

30. Miscellaneous

1. Failure by WE.STREAM to enforce any of its rights under the Agreement shall not be taken as or deemed to be a waiver of that right.
2. WE.STREAM reserves the right to change the GTCs and other contractual provisions at any time. In case (i) the Agreement has been entered into for an undetermined period of time and (ii) Customer is considerably prejudiced by any such modifications, Customer shall be entitled to terminate the Agreement as per the date the modifications come into effect. The right of termination expires with the coming into effect of the modifications.
3. Customer may not wholly or partly assign or pledge its rights and/or obligations hereunder to any third party, except with the prior written consent of WE.STREAM. Such consent will not unreasonably be withheld or delayed.
4. Change of Ownership: Should Customer undergo a significant change of ownership or control it shall notify WE.STREAM in writing as soon as practicable after such change.
5. The Agreement supersedes any and all other agreements, oral or written, between the Parties with respect to the subject matter hereof. Both Parties acknowledge that they have not entered into the Agreement in reliance on any representation made but not embodied in the Agreement.
6. If any provision of the Agreement or these GTCs shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired. In such a case, the Parties agree that the particular terms or conditions in this Agreement which might be ruled by any competent authority as illegal, void, unenforceable or invalid shall be replaced by terms and conditions expressing the stipulations as close as possible to the original terms and conditions by only removing the existing obstacle.

31. Governing Law and Competent Jurisdiction

This contractual relationship shall be subject to the application of the Substantive Dutch Law. The exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement shall be Amsterdam, Netherlands.