

## General terms and conditions Talkcheap.co.uk

### Article 1 Definitions

- 1.1 The service provider: the private limited company Tulp Solutions B.V., established in Oegstgeest (the Netherlands).
- 1.2 TalkCheap.co.uk : a brand 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 premium rate numbers to the buyer provides to make international and national phone calls.
- 1.5 The general terms and conditions: these general terms and conditions.
- 1.6 The rate overview: the up-to-date overview of the rates charged by the service provider for the use of premium rate numbers, which costs can be consulted on [www.talkcheap.co.uk](http://www.talkcheap.co.uk).
- 1.7 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, [www.talkcheap.co.uk](http://www.talkcheap.co.uk)

### Article 3 The agreement

- 3.1 The service provider provides the premium rate services numbers.
- 3.2 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.
- 3.3 The buyer accepts the proposal and the applicability of the general terms and conditions by using the premium rate numbers.
- 3.4 The agreement is for the duration of the call.
- 3.5 The service provider is entitled to refuse an agreement and to block or terminate (access to) the premium rate numbers.

### Article 5 Payment conditions

- 5.1 The premium rate numbers rates can be found on the service provider's website.
- 5.2 All rates are in Pounds Sterling and are given inclusive of VAT.
- 5.3 Rates of the premium rate numbers will be charges by the telecom provider of the user.
- 5.4 The costs and rates charged to the buyer by his regular or mobile telecommunications provider in order to enable him to call the premium rate numbers 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.
- 5.5 The service provider is at all times entitled to change the rates. These changes shall be announced in the rate overview.

### 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 premium rate numbers is at the risk and expense of the buyer.
- 7.2 The service provider is not liable for any direct or indirect damage or losses as a result of the purchase and/or use of the virtual telephone card, including among other things consequential damage, loss of turnover and profits, loss of data and immaterial damage (including infringements on privacy).
- 7.3 In the event that liability is nevertheless established, it shall always be limited to the amount of the prepaid amount in question, and also to the amount paid out by the insurer in such cases.

### Article 8 Applicable law

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

### Article 9 Dispute settlement procedure - business

- 9.1 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 10 Dispute settlement procedure - consumers

- 10.1 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.
- 10.2 The disputes committee shall only accept a dispute if the buyer referred to in article 11.1 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 11.1 shall within that term be notified in writing when he may expect a response at the latest.

- 10.3 The buyer referred to in article 11.1 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.
- 10.4 When the buyer referred to in article 11.1 submits a dispute to the disputes committee, the service provider is bound by this choice.
- 10.5 If the service provider wishes to submit a dispute to the disputes committee, it must ask the buyer referred to in article 11.1 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.
- 10.6 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.
- 10.7 The disputes committee shall give a binding award. Settlement of a dispute is subject to a fee.

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