

General Terms and Conditions

These General Terms and Conditions ('GTC') will apply to all Quotations and to all Agreements for the supply of Services by Telserv. In case an Agreement contains provisions that deviate from or are in conflict with these GTC, the provisions of the Agreement will prevail.

These GTC replace any and all prior general terms and conditions used by Telserv. Telserv is entitled to amend these GTC at any time. Such amendments will apply to existing Agreements, unless Telserv has specifically indicated otherwise.

These GTC are divided in a two chapters. Chapter A applies to all Services. Chapter B applies additionally to Services relating to "Premium Rate Numbers" and other numbers and/or services that (may) include and/or (may) result in payments by Telserv to the Client, regardless how such payment is addressed or called (e.g. Outpayment, Kick Back or Revenue Share).

PART A - General

1. DEFINITIONS

The following definitions shall apply in these General Conditions:

Agreement: all agreements on basis of which Telserv provides Services;

Client: the party who has entered into an Agreement or has received a Quotation;

Client code: the personalized code, amongst other things used to identify the Client when it accesses the Number Portal;

End User: the person or legal entity making use of the Service (e.g. calling the Number);

End User Tariff: the tariff which is charged to the End User when using the Service;

GTC: the latest edition of the General Terms and Conditions of Telserv B.V.;

License: any and all licenses granted to Telserv which are legally required to perform the Services;

MRC: Monthly Recurring Cost, meaning the total of regular costs incurred repeatedly (monthly), independent of the usage of a Service;

Number: the (combination of) numbers or symbols intended for access to or identification of End Users, connections and network elements, types of which are (not-limited) Freephone Numbers, GEO Numbers, Non-GEO Numbers and Premium Rate Numbers;

Number Portal: Telserv's online portal and any other portal Telserv may implement from time to time;

Order: any order, request or proposal pertaining Services and/or Agreements, issued by Client to Telserv;

Order Form: a form to be filled out and signed by the Client to place an Order;

Outpayment: any payment by Telserv of income generated with traffic or on basis of any other contractual arrangement relating to the Service provided by Telserv, regardless how such payment or Service is addressed or called (e.g. outpayment, kick back or revenue share);

Premium Rate Numbers: Numbers for calls with an End User Tariff above the applicable local tariff;

Quote/quotation: a quotation for Services presented by Telserv, which may lead to an Agreement;

Rates: the agreed rates for the Services;

Services: all telecommunication services provided by Telserv, which may include (without limitation) the allocation of Numbers, SMS services, fax-to-email, interactive voice response services and other telecommunication services;

Telserv: Telserv B.V., registered under 14066742, having its registered office at Printerweg 18, 3821 AD Amersfoort, The Netherlands;

Third Party Client: any party to whom the Client has resold the Service, and any party to whom a Third Party has resold the Services and so on;

Call Charges: the amounts owed by Client that depend on the usage of a Service, which may be calculated on basis of a flat rate or peak/off-peak and/or week/weekend rates.

2. CONCLUSION OF THE AGREEMENT

2.1 All Quotations are free of any obligation for Telserv.

2.2 Orders can be placed by means of a signed Order Form or by using the Number Portal. An Order is always subject to acceptance by Telserv. An Order will only be deemed accepted if Telserv has provided confirmation of acceptance and/or has made the Service operational.

2.3 Telserv is never obliged to accept any Order or to make any Quotation.

2.4 The Client guarantees the correctness of the information contained in its Orders and Agreements.

3. SUPPLY OF SERVICES

3.1. After having concluded the Agreement, Telserv shall properly exert its best efforts to observe agreed delivery dates and periods as much as possible. However, these dates and periods are not to be considered final deadlines. The mere fact that an agreed date or period of delivery has been exceeded shall not cause Telserv to be in default.

3.3. Telserv shall perform the Services on the basis of a best efforts obligation of a competent supplier of similar services. Telserv does not guarantee that the Service will always function without disruptions, delay or other imperfections. Since the Services will be transmitted through public Internet lines and the public switched telephone network, some disruptions in the Service may be experienced.

3.4. ARTICLE 3.3 CONSTITUTES THE WHOLE OF TELSERV'S OBLIGATIONS WITH RESPECT TO THE DESCRIPTION, QUALITY AND FITNESS FOR PURPOSE OF THE SERVICES AND (SAVE TO THE EXTENT THAT EXCLUSION THEREOF IS NOT PERMITTED OR IS INEFFECTIVE BY OPERATION OF LAW) ALL STATUTORY OR OTHER CONDITIONS OR WARRANTIES, EXPRESS OR IMPLIED,

WITH RESPECT TO THE DESCRIPTION OR SATISFACTORY QUALITY OF THE SERVICES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY EXCLUDED.

4. MAINTENANCE, UPDATES AND MODIFICATIONS

- 4.1 Telserv is entitled, without any liability, to change, update, modify and/or replace the technical features of the Service at its own discretion and without any prior notice to the Client provided that the resulting Service is still consistent with the requirements set out in the Agreement and provided that such change, modification or replacement shall not result in a deterioration of the Services.
- 4.2 Telserv may take the Service temporarily out of use or limit its use, should this be deemed desirable or necessary for purpose of maintenance, changes, modifications or replacements. Telserv will strive to give the Client at least three working days' notice, unless immediate action is required.
- 4.3 Telserv is entitled to use any subcontractor or other third party that it deems competent. In accordance with the provisions in article 11, the Client authorises Telserv to forward all its data, communications and other authorisations that Telserv deems necessary to Clients in order to provide the Service.

5. ALLOCATION OF NUMBERS

- 5.1 Telserv shall allocate the Numbers to Client in accordance with the Agreement. The Number will remain activated for the Client during the agreed term.
- 5.2 The allocation of Numbers does not constitute any transfer of any property or other rights with regard to the Numbers.
- 5.3 Telserv may withdraw or reallocate the Number if it is reasonable to do so, which is always deemed to be the in case:
- one the situations set out in article 17.2 applies;
 - such action is required pursuant to any change in the relevant national numbering plan;
 - Telserv is forced to do so by the regulator of any other competent regulatory body;
 - no calls have been made to the Number for three consecutive months;
 - when the Number is withdrawn or reallocated by the carrier or other supplier of Telserv.
- 5.4 Telserv shall have the right to monitor any calls made to any Number for the purposes of ensuring compliance with the applicable legislation and/or with Agreements.

6. RESALE AND PROMOTION OF SERVICES

- 6.1 In case the Client resells the Services, it will act for its sole risk and account, and not as an agent or representative of Telserv. No resale will constitute a legal relationship between Telserv and any third party.
- 6.2 In case the Client resells the Services, it will remain fully liable to Telserv for the resold Services and it will take care to be fully compliant for these cases with the relevant legislation and any additional rulings in this respect.
- 6.3 Client shall be responsible for the acts and omissions of all Third Party Clients to the extent that such Third Party Clients fail to comply with terms corresponding to the terms of the Agreement. Client shall indemnify and hold harmless Telserv from and against any and all costs, expenses, (including reasonable legal fees), claims, demands and actions arising from or related to any misuse or fraudulent use of the Services by Third Party Clients.
- 6.4 Client will see to it that it makes no representations or warranties concerning the Services, other than those which are consistent with Telserv's own representations and warranties, as set forth in the Agreement.
- 6.5 Telserv cannot accept any liability for damages, suffered by Third Party Clients or other third parties, related to (non) performances under the Agreement. Client fully indemnifies Telserv, its officers, directors, employees and agents, against any and all claims of any third party that it resold the Services to (including the clients of this third party and so one), including but not limited to all costs directly or indirectly arising out of such claim, such as reasonable costs for legal assistance.
- 6.6 Client will actively promote, market and resell the Services and will at all times refrain from any acts, in the broadest sense, which may harm the reputation of Telserv or its Services. Client will comply with all reasonable instructions and guidelines of Telserv in relation to the promotion, marketing and sale of the Services.

7. OBLIGATIONS OF CLIENT

- 7.1 The Client guarantees to Telserv that it and all Third Party Clients shall:
- a) not alter, adapt or modify the Services in any way without the prior written consent of Telserv;
 - b) not enter the Number Portal or any system used by Telserv in an illegal or non prescribed manner and shall not manipulate or misuse any of these systems;
 - c) comply with all relevant laws, regulations and code of conducts, including national numbering plans;
 - d) use the Service solely for lawful purposes and never in any fraudulent way (e.g. in a way which would constitute an event of misuse or fraud under article 25.2);
 - e) use the Services solely for the purposes it has communicated with Telserv in writing –by means of a service description– before entering into an Agreement with respect to such Services;
 - f) actively pursue a policy ensuring strict compliance with all relevant laws, regulations and code of conducts, which policy includes monitoring the advertising, content and factual usage of all directly or indirectly sold Services. Upon any suspicion of irregularity or non-compliance the Client will act immediately and directly inform Telserv and all relevant authorities.
 - g) provide such information and take such steps as may be reasonably required by Telserv in order to enable Telserv to comply with all relevant laws, regulations and code of conducts and to carry out any investigation concerning a Service;

- h) at Telserv's request, provide to the applicable regulator copies of any advertisements for the Service and/or any other information necessary to monitor compliance with the applicable legislation;
 - i) not infringe, or permit other to infringe, any of Telserv's or any third party intellectual property rights;
 - j) promptly notify Telserv of any changes in the Client's organisation or method of doing business, which might affect the Services or the performance of the Client hereunder;
 - k) only use and connect (telecommunication) equipment that is in good working order, complies with all applicable standards and approvals;
 - l) notify Telserv of any special promotions or marketing activities likely to cause (temporal) material increase of volume, duration or frequency of calls made to any Number;
 - m) do all such things, or cease all to do all such things, as are necessary to maintain the technical quality and integrity of the Service.
- 7.2 The Client takes full responsibility for the content, which is offered via the Services, and indemnifies Telserv against any liability. The Client is fully liable vis-à-vis Telserv for all damages incurred with any breach of its obligations under this Agreement.
- 8. RATES**
- 8.1. The Rates can consist of one-time charges (such as set-up fees), monthly or other periodic charges and Call Charges which are all due in accordance with the Agreement. The Rates are always exclusive of VAT and other governments levies.
- 8.2. Telserv is at any time entitled to revise the Rates provided that such revision is required to reflect either (a) mandatory regulatory changes resulting in an increase in Telserv's costs or (b) increases in the costs of the underlying services to Telserv. Telserv shall strive to give notice of any change one month prior to the implementation thereof.
- 8.3. All invoices shall be based on the data recorded or logged by Telserv. This data is decisive and shall apply as binding proof in the determination of the amounts owed by the Client, unless it is shown that these details are incorrect and had it been based on correct data, the invoice would have been more than 2% lower. Thus any deviation within 2% is deemed acceptable. Disputes will not release Client from its payment obligations.
- 9. PAYMENT AND SECURITY**
- 9.1. The Client shall pay all invoices within a payment term of fourteen (14) days.
- 9.2. Payment shall be made in Euros unless specifically agreed otherwise, without set-off or counterclaim and free and clear of and without any deduction or withholding whatsoever. Clients bears the transaction costs and, if applicable, the foreign exchange risk.
- 9.3. Telserv may at any time demand that the Client pays by means of an automatic collection of the amounts due/direct debit order.
- 9.4. Telserv may at any time demand that the Client provides a security deposit or bank guarantee as surety for the payment obligations of the Client. Should Telserv deem the given security no longer to be needed, Telserv will return the securities provided without interest to the Client.
- 9.5. When a Number is cancelled, there will be no refund of amounts already invoiced.
- 10. NON PAYMENT**
- 10.1. In case the Client fails to make the payments within the payment period, or if the direct debit order has failed, the Client will be in default without further notice required. From that moment on, without prejudice to its other legal rights, Telserv is entitled to late payment interest, equal to 1% per month from the due date to the date of payment in full.
- 10.2. In case the Client is in default, it is also liable for any and all costs incurred in collecting payment (including extra-judicial costs and lawyers' fees) with a minimum of 15% of the amount owed or € 49, whichever is higher.
- 10.3. Telserv is entitled to charge € 10 for administrative costs for each invoice that is not paid within the agreed payment term.
- 11. INFORMATION, PROTECTION OF PERSONAL DATA AND CONFIDENTIALITY**
- 11.1. The Client will provide Telserv with all the information and/or authorisations that is/are needed to supply the Services. The Client authorises Telserv to register the Numbers with the relevant telecom registers.
- 11.2. Telserv will not collect more data from the Client than is necessary for the proper provision of Services and normal business operations. The data collected from the Client will be used only within the limits of the legal regulations in the framework of the provision of services and normal business operations of Telserv. The Client's data will not be kept any longer than the proper provision of services and normal business operations require or than is legally required.
- 12. CLIENT CODES**
- The Client receives a Client code that is exclusively assigned to said Client and that may not be transferred to a third-party without the prior written consent of Telserv, which consent shall not be unreasonably withheld. The Client is fully responsible for the proper use and for the consequences of any misuse of the Client code. Should the Client suspect that an unauthorised person is using its Client code, the Client must immediately inform Telserv of the fact. Telserv will as rapidly as possible ensure that access to the Services with this Client code is no longer possible. Orders or requests that were placed using the Client Code are deemed to have been placed by the Client itself and to be legally binding on it.
- 13. LIABILITY AND EXCLUSION OF WARRANTIES**
- 13.1. In entering to an Agreement, the Client acknowledges that it does not do so on the basis of, and does not rely on any representation, warranty or other provision except as expressly provided in the Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 13.2 Telserv will not be liable for any damages and/or costs (including consequential loss or indirect damages, such as trading losses and loss of profits) that may arise from the (non-)performance of the Agreement, negligence or act on behalf of Telserv. Nor is Telserv liable for damages as a consequence of personal accidents, damages arising from liability of third-parties vis-à-vis the Client or for damages as a consequence of any services marketed by the Client.
- 13.3 If and insofar as the exclusion referred to in article 13.2 is in conflict with the law or with what is deemed reasonable and fair, Telserv will be liable to a maximum amount equal to three times the MRC for the Number/Service involved.
- 13.4 Telserv restricts and/or excludes its liability vis-à-vis the Client in relation to Services purchased by it from third-parties (including in that regard the (inter)national network providers or other telecom service providers authorised by virtue of an licence granted by the authorities) to the same extent as said third-parties limit or exclude their liability vis-à-vis Telserv.
- 13.5 No exclusion or limitation of liability will apply if and insofar as the damage is caused by the intent or gross negligence of Telserv or its employees.
- 14. INTELLECTUAL PROPERTY**
- 14.1 All intellectual property rights and confidential information relating to the Services shall remain the property of Telserv or its licensors. The delivery of the Service does not imply any transfer of intellectual property rights.
- 14.2 Nothing in this Agreement shall give the Client any right in respect of trade names or trademarks used by Telserv in relation to the Services or the goodwill associated with them, and the Client acknowledges that it shall not acquire any rights in respect of any trade names or trademarks and that all such rights and goodwill are, and shall remain, vested in Telserv.
- 14.3 The Service Provider shall not use Telserv's name or any trademarks or service marks without the prior written consent of Telserv. The Service Provider shall submit to Telserv for prior written approval copies of all marketing and advertising materials incorporating Telserv's name, its trademarks or service marks that the Service Provider proposes to use in its marketing and advertising activities prior to the use of such material.
- 14.4 In the event that Telserv provides any software, the Service Provider shall use this software only as strictly necessary to resell the Services and it shall comply in all respects with the terms and conditions of any license to use the software.
- 15. FORCE MAJEURE**
- 15.1 Should Telserv be prevented by force majeure of a continuing or temporary nature from (further) executing the Agreement, Telserv is entitled to suspend, limit or terminate all or a part of the Agreement by means of a notice to that effect without judicial intervention, such without obligation to provide compensation for damage. This right does not affect Telserv's right to payment by the Client should Telserv have already provided Services before there was an issue of a situation of force majeure.
- 15.2 Force majeure is understood to include (without limitation) any measure regarding a regulation of any authority, official body or a body with the delegated authority that limits or entirely prevents the access to the infrastructure.
- 15.3 Telserv may further more invoke the force majeure article in relation to Services purchased from or used by it of third-parties in the same manner as said third-parties invoke force majeure pursuant to their own general conditions.
- 16. INTERRUPTION, SUSPENSION AND LIMITATION OF SERVICES**
- 16.1 Telserv is entitled to interrupt, suspend or limit the Service with immediate effect for the purpose of safeguarding the security or integrity of the network of Telserv or a third party network provider, as well as in case:
- (a) the Client does not strictly meets its obligations under this Agreement including (without limitation) its payments obligations and the obligations set out in article 7, or where Telserv may reasonably assume that the Client will fail to do so;
 - (b) there is an issue of misuse or improper use of one or more of the Services or Numbers;
 - (c) the Client does not make any use of the Service during a period of three (3) successive months;
 - (d) Telserv is not be able to reach the Client, after having endeavoured to do so, at the address or telephone number given by the Client.
- 16.2 Telserv shall inform the Client of an interruption, suspension or limitation as soon as reasonably possible.
- 16.3 In case of reactivation of Numbers or other Services, Telserv is entitled to charge Client with a fixed reactivation fee of € 50 and with the actual costs incurred.
- 17. DURATION AND TERMINATION**
- 17.1. Agreements shall be concluded for the term mentioned in the Agreement. In case no term has been agreed, the agreement will be deemed to have been entered into for an initial term of twelve months. After the initial contract term, the term shall be automatically renewed. The first renewal period will run until the end of the first full calendar month following the renewal date. After this first renewal period the Agreement will be automatically be renewed for one or more renewal periods of one calendar month. Renewal of the agreement will not take place if any party terminated the Agreement in writing giving notice no later than the last day of the calendar month preceding the end of the initial period or of the renewal period.
- 17.2. Telserv may immediately terminate this Agreement or (part of) the Services there under, upon written notification to the Client and without becoming liable for damages suffered as a consequence of such termination if:
- (a) Telserv is entitled to interrupt, suspend or limit a Service and the relevant situation has not been remedied within thirty days of receipt of a written notice;

- (b) Client is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into voluntary or compulsory liquidation (other than for the purpose of amalgamation or reconstruction) or a receiver or administrator is appointed over its assets; or;
- (c) Client ceases or threatens to cease to carry on all or any substantial part of its business.
- (d) Telserv's License expires or is revoked, or a if termination is necessary to avoid any breach of Telserv's License;
- (e) Any relevant license under which the Client resells the Services expires or is revoked;
- (f) Telserv is directed by the applicable regulator or other competent authority, to cease to provide the Service; and/or if
- (g) The continuation of the Service would cause a breach of the applicable legislation or order or direction of the applicable regulator or other competent authority.

18. EFFECT OF TERMINATION

- 18.1 Upon the termination of this Agreement for any reason the Client shall cease to use promote, market, advertise and sell the Services. In no event will Telserv be liable to Client for any damages suffered as a consequence of the termination of the Agreement.
- 18.2 Provisions that by their nature are destined to survive termination of the Agreement, shall remain in full force after termination. This includes without limitation: article 10 (non-payment), 13 (liability), 14 (intellectual property), 19 (confidentiality) and 21 (governing law, complaints and arbitration).
- 18.3 In case of termination, all amounts due by Client under the Agreement become immediately payable.

19. CONFIDENTIALITY

- 19.1 Parties agree to treat the Agreement and all information (including prices), whether written or oral, they receive from the other party in the execution of the Agreement ("Confidential Information") as strictly confidential and agree not to disclose, without prior written consent of the other, any Confidential Information to any third parties, such third parties not to include their respective employees, independent, agents, affiliates, lawyers, auditors, and accountants who have a need to know such information and who are bound by a similar obligation not to disclose the Confidential Information.
- 19.2 However, neither Party shall be required to obtain prior written consent of the other in respect of the disclosure of Confidential Information:
- (a) to any court or governmental authority or other such entities requiring such information to the extent necessary to comply with any legal or governmental requirement or judicial or arbitral proceedings;
 - (b) to the extent that it is required by law, by an appropriate regulatory body or by the applicable rules of any exchange, regulatory or listing authority or national securities association,
 - (c) any information which comes into the public domain, other than, as a result (direct or indirect) of the act or omission of the Party concerned.
- provided that (i) the disclosing Party shall give prior notice to the other Party if the disclosing Party intends to disclose Confidential Information under article 19.2 (a) or article 19.2(b) so that the other Party may, if it deems appropriate, take steps to restrain the proposed disclosure of Confidential Information, and (ii) if Confidential Information is disclosed under this article 19, the disclosing Party shall use all reasonable endeavours to ensure that the third party receiving such Confidential Information maintains its confidentiality.
- 19.3 The provisions of this article 19 shall remain in force for two years after the Agreement.

20. MISCELLANEOUS

- 20.1 The Client may not, without the prior written consent of Telserv, transfer the rights and/or obligations arising under the Agreement to a third party, nor enter into a partnership or company, irrespective of what it is called. Telserv may transfer all its rights and obligations pursuant to the Agreement (i) to a group entity (ii) under the terms of a sale or the granting of all or practically all of the assets of Telserv or (iii) pursuant to a financing arrangement, merger or reorganisation of Telserv.
- 20.2. Any deviations from the content of the Agreement or the GTC shall only be effective if agreed between the parties in writing.
- 20.3 Should any provision of the Agreement or these GTC not be valid, then the Agreement or Conditions shall in all other respects remain in effect, while the said provision is deemed to be replaced by an appropriate provision that in relation to its impact agrees so far as possible with the intention of the parties.

21. GOVERNING LAW, COMPLAINTS AND ARBITRATION

- 21.1 The Agreement is governed by the laws of the Netherlands.
- 21.2 All disputes pertaining to the Services and/or Agreements shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules. The place of arbitration will be Amsterdam and the arbitration shall be conducted in the English language.
- 21.3. Notwithstanding the foregoing, the Client will first submit complaints Telserv in writing. Telserv will respond within 30 days, unless this is reasonable not possible, in which case Telserv will communicate how long it will take to respond. Should the response of Telserv not be satisfactory for the Client or in case Telserv fails to respond in a timely manner, the Client will have six months to file for arbitration, failing which each claim will be time-barred.

PART B

This part applies additionally to situations in which income is generated with Premium Rate Numbers and other numbers and services with Outpayments.

22. OUTPAYMENT RATES

- 22.1. The End-user Tariff, collection charges and the Outpayment rates will be as set out in the Agreement. The Outpayment rates and collection charges are always exclusive of VAT and other governments levies.
- 22.2. Telserv is at any time entitled to revise the collection charges and Outpayment rates provided that such revision is required to reflect either (a) mandatory regulatory changes resulting in an increase in Telserv's costs or (b) increases in the costs of the underlying services to Telserv. Telserv shall strive to give notice of any change one month prior to the implementation thereof.
- 22.3. Telserv will send the Client an invoice with specification of the traffic that was registered per calendar month and a calculation of the Outpayment.
- 22.4. All invoices shall be based on the data recorded or logged by Telserv. This data is decisive and shall apply as binding proof in the determination of the amounts owed to the Client, unless it is shown that these details are incorrect and had it been based on correct data, the invoice would have been more than 2% lower. Thus any deviation within 2% is deemed acceptable.

23. COLLECTION OF TRAFFIC INCOME

- 23.1. Telserv will at all times make every effort to collect the amounts owed by the Client as fast as possible from the relevant supplier, service provider or carriers. The Client is free at all times to have this process monitored by an NIVRA auditor designated by it.
- 23.2. In case the Client decides to open up its Numbers to foreign calls, Telserv is not under any obligation to collect traffic income or to make an Outpayment in relation to these foreign calls. However, the Client is under the obligation to pay for Call Charges in relation to these calls.

24. THE OUTPAYMENT

- 24.1. The Outpayment will be made within the agreed term, provided that Telserv has collected the full amount.
- 24.2. Telserv is not bound to make an advance payments.
- 24.3. Telserv is entitled to suspend its payment obligation and/or withhold any Outpayment:
 - a) in any situation in which Telserv is entitled to interrupt, suspend or limit the Services or a part thereof;
 - b) if and insofar a supplier, service provider and/or carrier does not pay the traffic income it owes to Telserv in relation to the traffic corresponding with the Outpayment, regardless the reason; and/or
 - c) in case of any fraud or misuse of the Services.
- 24.4. In case of misuse, improper use or fraud, the Client is under the obligation to repay all Outpayments made under influence of and/or as a result of the misuse, improper use or fraud.

25. MISUSE/FRAUD

- 25.1. Upon any suspicion of misuse, improper use or fraud, Telserv's payment obligation will in the first instance be suspended. Should, after investigation, it transpire that there is an issue of misuse, improper use or fraud, then no payment will be made. Any amount already collected by Telserv, will remain with Telserv.
- 25.2. The following situations are considered issues of misuse, improper use or fraud (not exclusive list):
- should the telephone traffic to a specific Information Number be exclusively generated from one fixed location, or a very restricted number of fixed locations, in the geographical sense;
 - should it appear that the traffic to a Number can be traced back to telephone traffic in the course of which it can be determined that the identity of the calling number(s) does not agree with the personal data provided to the operator by the calling number(s);
 - should the telephone behaviour to a specific Information Number lead to high consumption by one mobile or fixed number or to high consumption for a very restricted number of fixed or mobile numbers;
 - should it appear that the telephone/SMS traffic to a specific Number/short code has not lead to the calling number(s) being charged the correct rates due to the intentional misuse of errors in the billing system or errors in the charging engine of the mobile operator or fixed operator;
 - should it appear that a greater number of 'calls' are directed to a specific Number with a 'call time' of less than 20 seconds per call and it is noted that in that space of time no service is supplied to the calling number(s);
 - should it appear that the telephone traffic to a specific Information Number is generated by mobile numbers from which it can be determined that, thanks to a manipulation of the settings of the Sim card, it is possible to call 'for free';
 - should it be noted that a service listed on the order form is not being used in accordance with the established regulations and/or norms in the country in question;
 - should it be noted that an SMS service is not being used in accordance with the applicable regulations and/or SMS service standards in the country in question;
 - if it can be established that a business relationship exists between the calling number(s) and the user of a Number. In other words, the caller is the user of a Number or is (in)directly used by the user of a Number in order to borrow his/her identity for the (whether or not for financial payment)
 - conclusion of Subscriptions that are furthermore nearly exclusively used for calling Information Numbers;
 - should the Client make use of a "dialler" or "call-generator" without the written consent of Telserv.