

General conditions aerea

English summary

Worldmax Operations B.V. also trading under the name aerea, having its registered office at Gelderlandplein 75c, 1082 LV in Amsterdam and listed in the Commercial Register of the Chamber of Commerce of Rotterdam under file number 24353817, uses General Conditions (in Dutch, dated 17 November 2008) that apply to all applications, orders, services and agreements between you and aerea. These General Conditions can be read and printed on www.aerea.nl and will be sent to you on request. General conditions used by you are explicitly excluded.

A full English translation of our General Conditions will be made available shortly. Until this full translation is made available, please find below an English summary for your convenience. Please note that you cannot derive any rights from this English summary. The Dutch version of our General Conditions is applicable.

The agreement

You can file a request for a service of aerea, for example through the aerea website. The agreement between you and aerea is concluded after acceptance of your request by aerea. You will receive a written confirmation of the agreement by aerea through e-mail.

Within seven (7) days after formation of the agreement you are entitled to terminate the agreement free of charge, provided you have not yet started to use the service. In the event you wish to use this right to terminate, you will first have to notify aerea in writing or by e-mail and then return to aerea all products you received (including the end user device, such as the USB dongle) in its original packaging.

Use of the services

In case of unauthorized use of the service by you under the agreement, aerea reserves the right to suspend or terminate the agreement or take other measures to end the unauthorized use.

End User Device

After you have fulfilled all applicable payment obligations, you will become owner of the End User Device. Aerea provides the same warranty on the End User Device as the warranty that the manufacturer of the End User Device provides to aerea. The warranty conditions as well as our return policy are explained on our website.

Modification of our services

Aerea reserves the right to modify the (technical) features of its services. When as a result of such modification the functionality of the service is substantially limited, you have the right to terminate the agreement as from the date such modification becomes effective.

Maintenance

Aerea will make reasonable efforts to keep its network 7 days a week and 24 hours a day available for its customers, except in the event of maintenance. Aerea will notify its customers as soon as possible by e-mail and through its website in the event of an interruption for maintenance reasons, unless this is reasonably not possible given the circumstances and time pressure. In the event you experience an interruption or a disturbance of the service, you should immediately notify aerea. Aerea will make every effort to restore the service.

Data protection

Aerea will process personal data with respect to its services in accordance with the Personal Data Protection Act and its Privacy Policy.

Obligation to provide information

You agree to fully cooperate with aerea and provide aerea with all information necessary to ensure proper performance of its services. In view thereof, you agree to notify aerea of any changes (for example in case you moved) ultimately within one week, through your personal internet page ('my aerea').

Fees

You owe aerea the agreed fees for the services. An actual overview of the applicable rates can be found on the aerea website. All amounts mentioned are in Euro and inclusive of VAT. In the event you owe aerea periodic payments, aerea is entitled to pass on a price increase twice per year (on 1 January and 1 July). Aerea will notify you of this price increase four weeks in advance. You have the right to terminate the agreement as from the date such price increase would become effective, provided that the price increase relates to the service you purchased.

Payment

Fees for pre-paid services will have to be paid in advance. Fees for other services, such as subscriptions are due from the formation of the agreement. Payment of your monthly subscription fee will take place by direct debit. At formation of the agreement you will give aerea a continuous direct debit mandate. Objections to debited payments by aerea should be expressed to aerea through the online contact form within 30 days after the invoice date. Aerea will then investigate the correctness of the invoice. The part of the invoiced amount that is not disputed remains due and payable. After the period of 30 days you definitively agree with the debited payment.

You agree to make sure that there is sufficient balance in your bank account for the direct debit. In the event the direct debit does not succeed, aerea will send you a payment reminder with a payment term of 14 days. If you fail to pay within 14 days, you are in default by operation of law. As from the date you are in default, aerea is entitled to charge statutory interest on the outstanding amounts. Furthermore, aerea is entitled to suspend and/or terminate the agreement in case of overdue payment. Any judicial and extrajudicial collection costs are at your expense. Aerea will not send invoices by regular mail. You can check and print your invoices through your personal internet page ('my aerea') and have them sent to your e-mail address.

Financial security

In the event aerea has reasonable doubt whether you will be able fulfil your payment obligations, aerea reserves the right to request, prior or during the term of the agreement, a financial security by means of a security deposit, a bank guarantee or a reasonably advance payment.

Intellectual Property

During the term of the agreement aerea will grant you a non-exclusive license to use the software aerea provides you. All intellectual property rights with regard to the services will remain vested in aerea or its licensors or suppliers.

Force majeure

Aerea is not obliged to fulfil any obligation towards you, in the event aerea is prevented to do so as the result of circumstances that are not attributable to aerea and are neither for the account of aerea according to the law, a legal act or generally accepted standards.

Liability

Towards you as a consumer, aerea will only be liable after proper written notice of default, whereby aerea will be given a reasonable period of time to meet its obligations and thereafter fails to do so. Aerea's liability for damages under this agreement per event is limited to a maximum amount of twice the annual payments made under the annual subscription for the relevant services and per year to a maximum amount of four times the annual payments made under the annual subscription for the relevant services.

You are liable for damages occurred by aerea to the extent permitted by law. You indemnify aerea for damages occurred by third parties as a result of your use of our services.

Term and termination

Either party is entitled to terminate the agreement subject to one month's notice, after expiry of the initial term. One party may terminate the agreement in the event the other party is granted a moratorium or is bankrupt, or the other party is in material breach, provided the other party has been given proper written notice of default including a reasonable period of time to meet its obligations and thereafter fails to do so. A notice of default is not needed in the event performance is no longer possible.

In the event of termination of the agreement you will immediately stop using the service as well as the products that have been provided to you. Obligations to pay outstanding debts will remain in effect.

Amendments to the general conditions

Aerea is entitled to amend these general conditions from time to time. Such amendments will come into force four weeks after aerea has notified you of these amendments. In the event such amendments are at your disadvantage, you may terminate the agreement.

Applicable law and dispute resolution

Dutch law applies to the agreement. Any complaints you may have can be filed through the online contact form. Aerea will process your complaint and respond within five business days. Complaints with regard to aerea's implementation of consumer protection clauses in the Telecommunications Act may be filed at Dutch telecoms regulator OPTA as well: OPTA, PO Box 90420, 2509 LK The Hague.