

General terms and conditions of delivery and payment of:

2 Fast 4 Wireless
Gunterstein 6
2151 HE NIEUW-VENNEP
The Netherlands

Registered at the Chamber of Commerce for Amsterdam under number: 34211131

CLAUSE 1: APPLICABILITY

1. These terms and conditions shall apply to all offers and to all agreements in respect of issuing /producing advice (consultancy), other services, drawing up drafts and calculations, producing models and other activities, as well as to all hire and lease agreements and contracts of purchase and sale of 2 Fast 4 Wireless, with registered office in Nieuw-Vennep (The Netherlands), hereinafter referred to as: "2Fast4Wireless".
2. The client shall hereinafter be referred to as "the other party".
3. Other terms and conditions shall only form part of the agreement concluded between the parties if and insofar as both parties have expressly agreed this in writing.
4. In these general terms and conditions, "in writing" shall also be understood to mean: by email, by fax or any other means of communication which can, given the state of technology and generally accepted standards, be considered as equivalent thereto.
5. The advice, drafts, reports, models and suchlike to be produced/provided by 2Fast4Wireless shall hereinafter be referred to as "the documents". In these general terms and conditions, "the documents" shall in particular be understood to mean written documents. "Written" documents shall also be understood to mean works recorded on other media, such as on computer disks, on CD-ROMS, diskettes or any other data carriers. The above shall apply unless the parties expressly agree otherwise in writing.
6. Should the other party accept and retain a quotation or order confirmation which refers to these terms and conditions without any comment, it shall be deemed to have agreed to the application thereof.
7. Should (part of) a provision of these general terms and conditions not apply, this shall not affect the applicability of the remaining provisions.

CLAUSE 2: AGREEMENTS

1. Agreements may be concluded both verbally and in writing.
2. Verbal arrangements shall only bind 2Fast4Wireless once these have been confirmed by 2Fast4Wireless in writing, or once 2Fast4Wireless has started to execute the order.
3. Supplements or amendments to the general terms and conditions or other changes or supplements to the agreement shall only become binding once they have been confirmed by 2Fast4Wireless in writing.

CLAUSE 3: OFFERS

1. All offers, quotations, price lists, delivery periods etc. of 2Fast4Wireless shall be without obligation, unless they contain a period for acceptance. Should a quotation and/or offer contain an offer without obligation and this offer is accepted by the other party, 2Fast4Wireless shall be entitled to withdraw the offer within 2 working days of receipt of the acceptance.
2. Illustrations and descriptions in offers, prospectuses, catalogues, technical specifications and promotional material, as well as information, advice, calculations and statements about the nature, characteristics and results of the goods or services and/or the performances to be expected provided by 2Fast4Wireless shall serve as an indication only and 2Fast4Wireless shall not be bound by these.
3. Should, between the date of the conclusion of the agreement and the execution of the agreement, the cost price of the goods ordered/materials used increase and/or wages, employment conditions or social security provisions be amended by the government and/or collective industrial organisations, 2Fast4Wireless shall be entitled to pass these increases on to the other party. Should a new price list be issued by 2Fast4Wireless and/or suppliers and

come into force between the aforementioned dates, then 2Fast4Wireless shall be entitled to charge the other party the prices given therein.

CLAUSE 4: USING THIRD PARTIES

If and insofar as this is required for the proper execution of the agreement, 2Fast4Wireless shall be entitled to have specific activities and/or deliveries carried out by third parties.

CLAUSE 5: DELIVERY OF GOODS AND SERVICES AND PERIODS

1. Goods shall be delivered ex warehouse. The risk shall pass to the other party at the time of delivery.
2. The goods falling under the agreement shall be shipped in a manner to be specified by 2Fast4Wireless and for its risk, but for the account of the other party, unless the parties have expressly agreed otherwise in writing.
3. Stated delivery dates and periods within which goods must be delivered and/or services must be provided and/or work must be carried out (completed), may never be regarded as fixed dates or deadlines, unless expressly agreed otherwise in writing. Should goods not be delivered and/or services not be provided and/or work not be completed on time, 2Fast4Wireless must therefore be given written notice of default.
4. Where delivery takes place in consignments and/or services are provided or work is carried out in sections, each phase shall be regarded as a separate transaction.
5. Should it prove to be impossible to execute the agreement for reasons attributable to the other party, 2Fast4Wireless reserves the right to store any goods intended for the other party for the account and risk of the other party. 2Fast4Wireless shall notify the other party of the storage and the impediment to the execution of the agreement in writing, giving a reasonable period within which the other party must make it possible for 2Fast4Wireless to execute the agreement.
6. Should the other party still have failed to fulfil its obligations even after the expiry of the reasonable period set by 2Fast4Wireless as referred to in the previous sub-clause, the other party shall be in default as a result of the mere expiry of 1 (one) month, to be calculated as from the date of the impediment to the execution of the agreement, and 2Fast4Wireless shall be entitled to wholly or partially dissolve the agreement in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being obliged to pay compensation for loss or damage, costs and interest, subject to any mandatory legislative provisions.
7. The above shall not affect the obligation of the other party to pay the price as well as any storage costs and/or other costs.
8. 2Fast4Wireless shall be entitled – with regard to the fulfilment of the financial obligations of the other party – to require the other party to make payment in advance or to furnish security before starting to execute the agreement.

CLAUSE 6: HIRING MOVABLE PROPERTY

1. Insofar as movable property (hereinafter: 'the hired goods') is also made available to the other party – whether or not in return for a specified payment – within the framework of the execution of the agreement, the provisions of this clause shall apply in particular.
2. 2Fast4Wireless shall be entitled to set a guarantee deposit for the hired goods, which must be paid by the other party prior to the commencement of the hire period.
3. The other party must inspect the goods for defects on receipt. Any defects must be reported to 2Fast4Wireless immediately. Should the other party not report any defects, the hired goods shall be deemed to have been received in a good condition.
4. Delays that arise during loading, unloading, transport and/or set-up and dismantling through no fault of 2Fast4Wireless, as well as repairs resulting from negligence on the part of the other party, shall also be included in the period during which the goods are made available (hereinafter: 'the hire period').
5. The other party shall be obliged to keep the hired goods in a good condition during the hire period and shall be responsible for damage sustained during the hire period.
6. Defects in the hired goods as well as damage and loss or theft must be reported to 2Fast4Wireless immediately and in writing, giving all the particulars.

7. 2Fast4Wireless shall be entitled to check the condition of the hired goods and the way in which these are being used during the hire period. The other party must ensure that 2Fast4Wireless or its authorised representative is granted access to the hired goods.
8. The other party shall have the right to be present when the hired goods are returned and during the ensuing inspection. Any costs in respect of, *inter alia*, lost parts, cleaning and repair required to return the hired goods to the condition in which they were received by the other party, shall be for the account of the other party.
9. During the hire period, the other party shall be obliged to insure the hired goods against fire, burglary, theft, robbery, looting, sabotage, storm and water damage and similar circumstances that may lead to loss or damage through no fault of the other party. The costs of insurance shall be for the account of the other party.
10. 2Fast4Wireless shall not be liable vis-à-vis the other party or vis-à-vis third parties for loss or damage caused by use by the other party itself, its staff, or third parties brought in by it, unless the loss or damage is attributable to fault or negligence on the part of 2Fast4Wireless.
11. The other party shall indemnify 2Fast4Wireless against claims of third parties that arise from the (use of the) goods hired out by 2Fast4Wireless.
12. The hired goods shall remain the property of 2Fast4Wireless at all times. The other party shall not be permitted to grant third parties any rights in respect of the hired goods. The other party shall therefore not be permitted to hire out or sub-hire the hired goods, or to hand these over to third parties for use, whether or not in return for payment.
13. Should the hired goods be attached, including cases where property found on the premises is attached by the tax authorities, or should there be reasonable grounds to fear that this will happen, the other party must notify 2Fast4Wireless of this immediately. The other party must also immediately notify the person levying the attachment that the hired goods are the property of 2Fast4Wireless.
14. The other party shall not be permitted to make any use of the hired goods other than as the party holding these goods for 2Fast4Wireless, and must at all times avoid creating the expectation or impression among third parties that it has greater power to dispose of the hired goods.

CLAUSE 7: SUBMISSION OF INFORMATION FOR THE PROVISION OF SERVICES

1. The other party shall be obliged to provide 2Fast4Wireless with all the data that 2Fast4Wireless needs, in its opinion, to execute the agreement properly, in the requested form and at a time to be specified.
2. The other party warrants that the data to be supplied by it is correct and complete and that it will never assert claims against 2Fast4Wireless in respect of shortcomings in the execution of the agreement arising from incorrect and/or incomplete data. The other party shall furthermore indemnify 2Fast4Wireless against consequences resulting from the data being incorrect or incomplete. Complaints pursuant to clause 11 shall therefore be excluded.
3. 2Fast4Wireless reserves the right to suspend the execution of the agreement until the other party has fulfilled the obligation referred to in sub-clause 1.
4. The other party shall inform 2Fast4Wireless about developments underway within its organisation which are or may be relevant to the execution of the agreement and the possible issuing of additional and/or new orders.
5. 2Fast4Wireless shall treat the information submitted to it by the other party as confidential and shall not make this available to third parties without the consent of the other party.

CLAUSE 8: CONFIDENTIAL INFORMATION

1. The parties shall have the reciprocal obligation to keep secret all information which they have received within the framework of the conclusion and execution of the agreement and in respect of which they can assume (or could have assumed) that this information must be treated as confidential.
2. Each party shall take all reasonable precautionary measures to keep the confidential information received from the other party secret.
3. All that which the other party makes available to 2Fast4Wireless in connection with the execution of the agreement by 2Fast4Wireless shall remain the irrevocable property of the other party. 2Fast4Wireless warrants that all software, information carriers and information shall be

used solely and exclusively by 2Fast4Wireless within the framework of the execution of the agreement concluded between the parties.

4. The parties warrant that their staff and other persons who are in any way involved in the execution of the agreement under their supervision shall comply with the obligation to observe secrecy as referred to in this clause.
5. 2Fast4Wireless undertakes to return all software, information carriers and information made available to it to the other party forthwith, without delay and unconditionally within 5 working days of the other party having requested this.
6. 2Fast4Wireless shall be permitted to issue publications about the services and activities carried out by it, provided that this information is anonymous, such that the privacy of the other party and its staff is guaranteed.

CLAUSE 9: RISK IN RESPECT OF THE STORAGE OF INFORMATION

1. 2Fast4Wireless undertakes to ensure that the data and/or information from the other party are stored with the due care. Unless proven otherwise, 2Fast4Wireless shall be deemed to have fulfilled this obligation.
2. The other party shall bear the risk in respect of damage to or the loss of data and/or information stored at 2Fast4Wireless or third parties, unless the loss or damage is attributable to deliberate recklessness and/or intentional acts or omissions on the part of 2Fast4Wireless.

CLAUSE 10: PROGRESS OF DELIVERIES; EXECUTION OF SERVICES

1. Should it not be possible to execute the agreement normally or without interruption for reasons not attributable to 2Fast4Wireless, 2Fast4Wireless shall be entitled to charge the other party the resulting costs.
2. All expenses incurred by 2Fast4Wireless at the request of the other party shall be entirely for the account of the latter, unless expressly agreed otherwise in writing.
3. Should, in connection with the execution of an agreement, 2Fast4Wireless be required to carry out work on the business premises and/or in the buildings of the other party:
 - the other party undertakes to ensure that 2Fast4Wireless or third parties brought in by it have full access to the agreed places at the agreed times;
 - the other party shall, at the request of 2Fast4Wireless, make auxiliary staff, auxiliary tools and materials available free of charge;
 - the other party guarantees that all statutory safety regulations in respect of the workplace have been observed.

CLAUSE 11: ADDITIONAL WORK AND OVERTIME

1. Should, as a result of additional wishes of the other party, the performances to be delivered by 2Fast4Wireless on the basis of the agreement be considerably increased and/or expanded, this shall be regarded as additional work for which payment must be made.
2. Should 2Fast4Wireless be of the opinion that there is or will be additional work involved, 2Fast4Wireless shall notify the other party of this in writing as quickly as possible. The other party must confirm the order for additional work in writing by return after receiving the notification from 2Fast4Wireless. Should the other party fail to do so, the written notification from 2Fast4Wireless shall be regarded as an order and/or proof. The other party shall be obliged to pay the extra costs for the additional work.
3. Should an employee of 2Fast4Wireless have to work overtime at the request of the other party, the other party shall be charged for the overtime hours worked, in terms of which the smallest unit charged shall be 1 (one) hour. 2Fast4Wireless shall give the overtime surcharges in the quotation, agreement or in an appendix.

CLAUSE 12: COMPLAINTS/RETURNS

1. The other party shall be obliged to check the goods intended for it immediately on receipt thereof. Should the other party discover visible defects, deficiencies and/or faults, these must immediately be brought to the attention of 2Fast4Wireless or – where applicable – noted on the consignment note/accompanying slip and then immediately brought to the attention of 2Fast4Wireless. Should it not have been possible to note the defects, deficiencies and/or faults

- on the consignment note/accompanying slip, or should this not have been done, the other party must notify 2Fast4Wireless within 24 hours of receipt of the goods, followed by an immediate written confirmation of this sent to 2Fast4Wireless.
2. Other complaints, also in respect of work carried out and/or services provided, must be reported to 2Fast4Wireless by means of registered letter within 8 days of receipt of the goods or completion of the work or provision of the services.
 3. Should the aforementioned complaint not be reported to 2Fast4Wireless within the aforesaid periods, the goods shall be deemed to have been received in a good condition and/or the work shall be deemed to have been carried out properly and/or the services shall be deemed to have been provided correctly.
 4. Complaints shall not give the other party the right to suspend payment.
 5. It must be possible for 2Fast4Wireless to investigate the complaint.
 6. Should it prove to be necessary to return the goods for the complaint to be investigated, this shall only be for the account and risk of 2Fast4Wireless if the latter has given its prior written consent for this.
 7. In all cases, goods shall be returned in a manner to be specified by 2Fast4Wireless. Returns shall be for the account and risk of the other party, unless 2Fast4Wireless declares the complaint to be well-founded.
 8. 2Fast4Wireless shall, in respect of drawing up documents, the methods to be used and producing models and suchlike, have creative and intellectual freedom to obtain specific results on the basis of its own opinions, methods and interpretations. No complaints may be submitted in this regard.
 9. Should an agreement to provide services also involve documents, it shall not be possible to infer anything more or anything different from such documents than what has been expressed therein by 2Fast4Wireless. 2Fast4Wireless endeavours to be unambiguous and clear in its documents, but should questions nevertheless arise in respect of the interpretation of phrases, the other party must consult with 2Fast4Wireless beforehand. No complaints may be submitted in this regard at a later stage.
 10. Any right to complain shall lapse should, after delivery, the nature or composition of the goods be altered, or should the goods be assembled, wholly or partially treated or processed, damaged or repackaged.
 11. Any right to complain shall also lapse should 'sealed' goods, such as CD-ROMs and/or other data carriers, be opened.
 12. Where complaints are well-founded, the claim shall be settled in accordance with the provisions of clause 13.

CLAUSE 13: LIABILITY AND GUARANTEE

1. 2Fast4Wireless shall discharge its task as may be expected of a company in its line of business. The goods to which the agreement relates shall meet the quality and government standards applicable in its line of business and shall be delivered in the condition in which they are at the time of conclusion of the agreement. All services and work shall be carried out with great care by qualified professionals.
2. 2Fast4Wireless does not however accept any liability whatsoever, for whatever reason, for loss, damage or injury, including death and personal injury, consequential loss or damage, trading loss, loss of profits and/or losses due to business stagnation, which is the result of acts or omissions on its part, or on the part of its staff or third parties brought in by it, except in the case of intentional acts or omissions and/or deliberate recklessness on the part of its board and/or managerial staff, or should mandatory legislative provisions, particularly those in respect of product liability, stipulate otherwise.
3. The other party shall indemnify 2Fast4Wireless and its suppliers against, and/or shall answer for 2Fast4Wireless and its suppliers in respect of legal action by third parties pursuant to a wrongful act and/or product liability.
4. Without prejudice to the provisions of sub-clauses 1 to 3 of this clause, the liability of 2Fast4Wireless and its suppliers – for whatever reason – shall be limited to the amount of the net price of what is covered by the agreement. Compliance with this guarantee shall constitute sole and full compensation.
5. Without prejudice to the provisions of the previous sub-clause of this clause, 2Fast4Wireless shall never be required to pay compensation that exceeds the insured amount.

6. Should goods delivered by 2Fast4Wireless – obtained from third parties – have a manufacturer's guarantee, this guarantee shall apply between the parties in the same way.
7. In all cases, the period during which claims for compensation may be submitted to 2Fast4Wireless shall be limited to 6 months.
8. The other party shall lose its rights vis-à-vis 2Fast4Wireless and shall be liable for all loss or damage and shall indemnify 2Fast4Wireless against any claims for compensation from third parties should:
 - A. the aforementioned loss or damage have arisen as a result of acts or omissions of the other party contrary to the instructions and/or the advice of 2Fast4Wireless;
 - B. the aforementioned loss or damage have arisen as a result of injudicious use and/or use contrary to the instructions of 2Fast4Wireless and/or injudicious storage of any goods delivered;
 - C. the aforementioned loss or damage have been caused by errors or inaccuracies in data (including operating instructions, product descriptions, warnings etc.), all in the broadest sense, which was handed over to 2Fast4Wireless by or on behalf of the other party or which 2Fast4Wireless was required to use pursuant to instructions issued by or on behalf of the other party.

CLAUSE 14: PAYMENT

1. Payment must be made within 14 days of the date of invoice, even where delivery cannot be made pursuant to clause 5, unless the parties have expressly agreed otherwise in writing.
2. Should an invoice not have been paid in full after the expiry of the period referred to in sub-clause 1:
 - A. the other party shall owe 2Fast4Wireless default interest to the amount of 2% per month, to be calculated cumulatively on the principal sum. Parts of a month shall be regarded as full months for this purpose;
 - B. the other party, after having received a demand in this regard from 2Fast4Wireless, shall owe a minimum of 15% of the total of the principal sum and the default interest in respect of extrajudicial costs, with an absolute minimum of € 150.00.
3. At the choice of 2Fast4Wireless, the agreement may, in the aforementioned or similar circumstances, be wholly or partially dissolved without further notice of default or judicial intervention, with or without a claim for compensation.
4. Should the other party not have fulfilled its payment obligations on time, 2Fast4Wireless shall be entitled to suspend the fulfilment of its obligation to deliver and/or to carry out work as entered into in respect of the other party until payment has been made or adequate security has been furnished for this. The same shall apply even before the other party is in default if 2Fast4Wireless has a reasonable suspicion that there is reason to doubt the creditworthiness of the other party.
5. Payments made by the other party shall always be used to settle all interest and costs owed and then the due and payable invoices that have been outstanding the longest, unless the other party explicitly states, when making the payment, that such payment relates to a later invoice.
6. Should the other party, for whatever reason, have one or more counterclaims against 2Fast4Wireless, or acquire such counterclaims in future, the other party shall waive the right to set off this/these claim(s). The said waiver of the right of setoff shall likewise apply should the other party apply for the suspension of payment or be declared bankrupt.

CLAUSE 15: INTELLECTUAL PROPERTY RIGHTS

1. 2Fast4Wireless is and shall remain the holder of all intellectual property rights in respect of the methods used and models, prototypes, software and suchlike developed, as well as in respect of the content and form of written documents and suchlike.
2. It is explicitly stipulated that only 2Fast4Wireless shall be entitled to exercise the rights – including the publication or transfer of data - referred to in the previous sub-clause both during and after the end of the execution of the order.
3. The other party shall only be granted a right of use after paying all that which is owed pursuant to a concluded agreement to 2Fast4Wireless, unless it has been explicitly agreed in writing that the other party shall acquire the full intellectual property rights in respect of specified documents.
4. Should a right of use be acquired by the other party, this shall apply to use by the other party only. Unless the prior written consent of 2Fast4Wireless has been obtained, the other party shall

- not be entitled to use the goods in respect of which 2Fast4Wireless owns the intellectual property rights pursuant to this clause other than for its own use, nor shall the other party be entitled to reproduce such goods, make them public or bring them to the attention of third parties.
5. The other party declares that any goods made available to 2Fast4Wireless do not violate the intellectual property rights of third parties and shall indemnify 2Fast4Wireless in this regard.

CLAUSE 16: RETENTION OF TITLE

1. 2Fast4Wireless shall retain title to goods delivered and to be delivered (including documents) until the other party has fulfilled the payment obligations vis-à-vis 2Fast4Wireless in this regard. These payment obligations consist of paying the purchase price, plus any claims in respect of work carried out that was connected to the delivery, as well as any claims for compensation on account of the other party's failure to fulfil its obligations.
2. Should 2Fast4Wireless invoke the retention of title, the agreement concluded in this respect shall be regarded as having been dissolved, without prejudice to the right of 2Fast4Wireless to claim compensation for loss or damage, lost profit and interest.
3. The other party shall be obliged to notify 2Fast4Wireless immediately and in writing of the fact that third parties are asserting rights in respect of goods which are subject to the retention of title pursuant to this clause.

CLAUSE 17: BANKRUPTCY, LOSS OF POWER TO DISPOSE OF PROPERTY and suchlike

Without prejudice to the provisions of the other clauses of these terms and conditions, the agreement concluded between the other party and 2Fast4Wireless shall be dissolved without judicial intervention and without any notice of default being required, when the other party is declared bankrupt, applies for the (provisional) suspension of payment, or loses the power or legal capacity to dispose of its assets or part thereof as a result of attachment, being placed in receivership or in another way, unless the receiver or the administrator acknowledges the obligations arising from the agreement as estate debt.

CLAUSE 18: FORCE MAJEURE

1. Should 2Fast4Wireless be unable to fulfil its obligations pursuant to the agreement concluded with the other party, and this is because of non-attributable non-performance on the part of 2Fast4Wireless or on the part of third parties or suppliers brought in by 2Fast4Wireless for the execution of the agreement, or should 2Fast4Wireless have other serious reasons for its non-performance, 2Fast4Wireless shall be entitled to dissolve the agreement concluded between the parties, or to suspend the fulfilment of its obligations vis-à-vis the other party for a reasonable period to be set by it, without being obliged to pay any compensation. Should the aforementioned situation arise once the agreement has been partially executed, the other party shall be obliged to fulfil its obligations vis-à-vis 2Fast4Wireless up to that time.
2. Circumstances in which non-attributable non-performance will arise shall be understood to mean, *inter alia*: war, riots, mobilisation, foreign and domestic civil commotion, government measures, strikes and lockouts by employers or the threat thereof and similar circumstances; disruption of the exchange rates existing at the time of the conclusion of the agreement; failures in the electricity network or in a communication network, business stoppages as a result of fire, accident or other occurrences and natural phenomena, all this regardless of whether the non-performance or late performance occurs at 2Fast4Wireless, its suppliers or third parties brought in by it for the fulfilment of the obligation.

CLAUSE 19: CANCELLATION AND DISSOLUTION

1. The other party waives all rights to dissolve the agreement pursuant to article 6:265 ff. Dutch Civil Code or other statutory provisions, unless mandatory legislative provisions oppose this. This shall apply subject to the right to cancel or terminate the agreement pursuant to this clause.
2. Cancellation shall, within the framework of these general terms and conditions, be understood to mean: one of the parties bringing the agreement to an end before any part of it has been executed.
3. Termination shall, within the framework of these general terms and conditions, be understood to

mean: one of the parties bringing the agreement to an end after part of it has already been executed.

4. Should the other party cancel the agreement, it shall owe 2Fast4Wireless a payment, to be determined by the latter. The other party shall be obliged to compensate 2Fast4Wireless for all costs, loss or damage and lost profit. 2Fast4Wireless shall be entitled to set the costs, loss or damage and lost profit and – at its choice and depending on the work already carried out and/or deliveries already made – to charge the other party 20 to 100% of the agreed price.
5. The other party shall be liable vis-à-vis third parties for the consequences of the cancellation or termination and shall indemnify 2Fast4Wireless in this regard.
6. The amounts already paid by the other party shall not be refunded.

CLAUSE 20: APPLICABLE LAW/COMPETENT COURT

1. The agreement concluded between 2Fast4Wireless and the other party shall be subject exclusively to Dutch law. Disputes that arise from the agreement shall likewise be settled in accordance with Dutch law.
2. Contrary to the provisions of sub-clause 1 of this clause, the consequences pursuant to the law of property of the retention of title for goods intended for export shall, if the legal system of the country or state for which the goods are destined is more favourable for 2Fast4Wireless, be governed by that law.
3. Any disputes shall be settled by the competent Dutch court, unless 2Fast4Wireless is entitled to bring the matter before the competent court in the place where 2Fast4Wireless has its registered office, except where the subdistrict court has jurisdiction.
4. In the case of disputes with a consumer, the consumer shall have the right to stipulate, within 1 (one) month of having been notified by 2Fast4Wireless that the matter will be brought before the court, that he chooses to have the matter heard by the court with jurisdiction by law.
5. In the case of disputes that arise from an agreement concluded with a party with registered office outside the Netherlands, 2Fast4Wireless shall be entitled to act in accordance with the provisions of sub-clause 3 of this clause or – at its choice – to bring the disputes before the competent court in the country or state where the other party has its registered office.