

General Terms and Conditions Business Market

Table of contents

1	Definitions.....	3
2	General.....	5
3	Formation of the Agreement.....	6
4	Duration.....	7
5	Delivery of Services and Products.....	8
6	Repair of products.....	9
7	Payment.....	10
8	Fees and indexation.....	11
9	Usage.....	12
10	Maintenance and Breakdowns.....	13
11	Compensation payment.....	14
12	Liability Provider.....	15
13	Liability and obligations Customer.....	17
14	Intellectual property.....	18
15	Confidentiality.....	19
16	Processing of personal and traffic data.....	20
17	Discontinuation, suspension, termination.....	21
18	Providing information and changes.....	23
19	Security deposit, bank guarantee and security payment.....	25
20	Transfer to third parties.....	26
21	Changes in conditions.....	27
22	Loss of rights.....	28
23	Bribery and corruption.....	29
24	Sanction and export control.....	30
25	Applicable law and disputes.....	31
	Appendix A - Acceptable & Fair Use Policy.....	32



1 Definitions

In these General Terms and Conditions the capitalized terms have the following meanings, in which a reference to a word in the singular includes a reference to the plural form of this word and vice versa and conjugations of verbs have the same meaning as the verb itself with due regard to the context:

Subscription	Provision of the Service under the Agreement, of which the recurrent amounts due are periodically charged to the Customer.
General Terms and Conditions	These general terms and conditions applicable to the provision of the Products and/or Services.
CPE	Customer Premises Equipment; equipment and cables owned or possessed by Provider on the Location(s) of Customer.
Service	A media, voice, data or other fixed and mobile telecommunication service(s) of Provider, including for the provision of equipment and cabling made available by the Provider.
SRP	Service Reception Point: the physical or virtual demarcation point at which Customer receives the Service and where the responsibility of Provider for the Service ends. The demarcation point depends on the type of Service that is procured.
Service Description	The specifications of the Service including the service levels describing the specific level of service provision.
End User	The natural person who, pursuant to an employer-employee relationship with Customer or pursuant to a temporary employment or secondment relationship with Customer, is authorised to use the Network and/or the Products and/or Services.
Customer	Natural person in the course of its business or legal entity with whom Provider has concluded or will conclude an Agreement.
Provider	Vodafone Libertel B.V., or one of its group companies. Ziggo Zakelijk Services B.V., or one of its group companies.
Location	The building or premises (meaning a multi-tenant building), its roofs and the grounds belonging to it, of which Customer is the entitled and/or legitimate user, in whole or in part.
Network	Communication network that Provider uses to deliver the Services to Customer.
NCP	Network Connection Point: the physical connection to the Network at the Location(s) of Customer where the responsibility of Provider ends, including a possibly pre-terminated junction box.
Maintenance	The work carried out by or on behalf of Provider to the Network, the NCP, SRP and/or the CPE to keep the Service operational.
Delivery	The provision by Provider to Customer of a Service that is tested, installed according to the applicable NEN standards and working according to the Agreement.
Agreement	The agreement or confirmation by letter or email of the agreements between Provider and Customer, including the General Terms and Conditions, Acceptable and Fair Use Policy and, if applicable, the Service Description, Service Levels, supplementary terms and conditions, list of rates and written changes or additions to the Agreement, based on which documents Provider delivers the Service(s) to Customer.



Force Majeure	A failure in the performance of an obligation, including a warranty obligation, that cannot be attributed to Provider, regardless of whether that failure was foreseeable. Force Majeure includes in any event: creditor's default of Customer, breakdowns in the (programme) signals provided to Provider, breakdowns in electronic communication networks, defects in, malfunctions in, improper use or hacking of the systems, the Network or the (peripheral) equipment including but not limited to telephone switchboards of Customer, power blackouts, fire, water damage, explosions, noncompliance and force majeure of other telecommunications providers and (other) third parties, not having the required permits (in time), strikes, office sit-ins, government measures, safety and environmental requirements, war, riot, terrorism, attacks, wilful damage, fraud, misuse, damage to the Network caused by third parties not hired by Provider, lightning strike, vermin like rodents, flooding, earthquake, extreme weather circumstances like frost and storm, absent or limited permission and conditions imposed by the owner of the Location and other situations beyond the influence of Provider.
Product	The equipment and/or systems (and the accompanying software), products, as well as the (sub)licences that can be sold or (sub)licensed to Customer in combination with the Service, based on an Agreement stating the additional rates and the rights and obligations between parties.
Service Levels	An element of the Service Description that describes the specific level of service provision and the rights and obligations between Customer and Provider.
SIM	A Subscriber Identity Module; a chip that sets up the connection with the Network in combination with a (mobile) device and an SRP.
SMART card	The chip card with PIN authorised by Provider, linked to the data of Customer and which, in combination with the Digital Receiver, provides access to the digitally transmitted television and radio programmes of the Standard RTV package and the digital radio and television Services.
Breakdown	The situation in which a Service does not function in accordance with the provisions of the Agreement and/or Service Description including Service Levels.
Working Days	Monday to Friday, with the exception of Dutch public holidays.



2 General

1. The General Terms and Conditions apply to all legal relationships between Provider and Customer and are included by reference as if set out fully herein.
2. In the event of any conflict between the provisions of the various documents, the first mentioned document prevails over the document mentioned thereafter in the following order: any change or addition to the Agreement, the Agreement, list of rates, the Service Description including the Service Levels, the supplementary terms and conditions, the Acceptable and Fair Use Policy and the General Terms and Conditions.
3. The applicability of purchase or other conditions of the Customer is specifically excluded and they are not applicable to the Agreement.
4. Any nullity of one or multiple provisions of the General Terms and Conditions does not bar the validity of any other clause.
5. If a provision of the General Terms of Conditions is void or voidable pursuant to the law or reasonableness and fairness, Provider will replace the provision in question by a legally permissible provision that is as similar as possible in content and purport to the original provision of the General Terms and Conditions.
6. Every communication with regard to Products and/or Services, Agreement or Subscription between Provider and Customer can take place electronically, unless otherwise stipulated in the Agreement. The electronic version of the communication in question saved by Provider, and of any agreements concluded in writing, serves as evidence unless the contrary is proved by Customer. Electronic communication is deemed to have been received at the moment when the communication is dispatched, unless proven otherwise by the recipient of the communication. If the communication is not received due to delivery and/or access problems concerning the electronic mailbox of Customer, this is at the risk of Customer, also if the electronic mailbox is located at a third party. Provider is not obliged to send a delivery receipt with regard to communication it has received.
7. Deadlines communicated by Provider are considered to be approximate and not final. A single failure to meet a deadline does not render Provider in default. If in the course of performance of the Agreement delays are suffered for whatever (un)foreseeable circumstances, the deadlines will be extended by at least the number of days of the delay.



3 Formation of the Agreement

1. All proposals are without any obligation, even if deadlines are mentioned. These proposals remain the property of Provider and/or its licensors and must be returned immediately upon the request of Provider or, as the case may be, destroyed by Customer. Customer is not allowed to give these proposals to third parties, in particular parties competing with Provider. In addition, Customer is not allowed to make changes to the proposals of Provider.
2. Provider is at any time entitled to break off negotiations with Customer or revoke a proposal made to Customer without giving reasons and with no obligation to pay any compensation to Customer or any third party, nor is Provider obliged to continue the negotiations. Provider is not obliged in any way whatsoever to enter into an Agreement with Customer.
3. An Agreement becomes effective by the authorised representatives of the parties signing the Agreement, by written (including electronic) confirmation by Provider of the agreements between Provider and Customer or because Provider starts with the performance of the Agreement.
4. If Customer who submits the request, is not the owner of the Location, then Customer guarantees Provider that the owner of the Location agrees to submitting the request, the formation and execution of the Agreement.
5. Customer vouches for the correctness and completeness of the information provided by or on behalf of him to Provider. Customer will always provide all data or information Provider deems useful, necessary and desirable and give every assistance. Provider is not obliged to ask Customer further questions about the intended use of the Products and/or Services or the circumstances in which these Products and/or Services will be used. Customer bears the risk of the selection, the use and the application of the Products and/or Services.
6. Customer himself is responsible to properly terminate any existing agreement(s) with third parties and it is liable himself for any costs and compensation involved in the termination of the said existing agreement(s).
7. Customer guarantees that the person who enters into the Agreement on its behalf, is legally authorised to represent Customer.



4 Duration

1. Agreements are concluded for the agreed minimum duration or, if no minimum duration has been determined, for the duration of twelve (12) months. The agreement commences on the date mentioned in the Agreement. The duration of the Agreement starts on the date of Delivery. After the expiry of this minimum duration the Agreement and/or Subscriptions are automatically extended for an unlimited period, unless one of the parties has given notice of termination of the Agreement and/or Subscriptions taking effect from the end of the minimum duration, subject to one (1) month notice. After the expiry of the minimum duration the Agreement and the Subscriptions are terminable in writing by both parties at one (1) month notice.
2. If under one (1) Agreement multiple Products and/or Services are provided, the Delivery date of the various Services may vary. In that case, the minimum duration of the Agreement as referred to in paragraph 1 of this article starts on the date of Delivery of the last Service. After the expiry of the minimum duration the Agreement is either extended or terminated in accordance with paragraph 1 of this article.
3. Without prejudice to the provisions of paragraphs 1 and 2 of this article, the Agreement does not terminate before the expiry of the minimum duration of all the individual Subscriptions.



5 Delivery of Services and Products

1. Provider is entitled to postpone the (partial) Delivery pertaining to a next phase until Customer has approved the previous phase(s) in writing.
2. Provider is entitled to postpone the Delivery date, without being liable for compensation, if and to the extent that the permits and/or permissions necessary for the purpose of executing the Agreement, are not granted within the specified time.
3. Delivery takes place on Working Days.
4. The Service has been delivered from the day that:
 - a) the Delivery protocol has been approved in writing by Customer. (Small defects in the application of the Service do not constitute a ground for Customer to not approve the Delivery protocol, provided they do not prevent putting the Service into use. Provider is obliged to remedy the defects within a reasonable period of time);
 - b) the Service is made available to Customer without Delivery protocol and Customer fails to report in writing about the Service not working according to the Agreement within five (5) days after it becoming available; or
 - c) Customer puts the Service to actual use.
5. The Product has been delivered from the day that:
 - a) The proof of delivery/proof of pick-up is signed by Customer; or
 - b) the Product is made available by Provider.



6 Repair of products

1. If Customer has refused to accept the Product within the specified time and according to the preceding conditions, Provider shall, if it imputably fails to perform its contractual obligations, remedy the defect, or exchange the faulty Product against a similar Product, provided that:
 - i. the Product in question has been made available to Customer by Provider;
 - ii. the Product does not function in accordance with the applicable Service Description or documented specifications of this Product;
 - iii. the Product has been returned to and received by Provider, in its original packaging, complete with the accompanying documentation and proof of purchase;
 - iv. the defect to the Product has not arisen after the time of delivery and is not caused by something that can be imputed to Customer; and
 - v. the defect has been reported to Provider as soon as possible after the date of Delivery, but in any case within five (5) Working Days after the date of Delivery.
2. If repairs as referred to in paragraph 1 of this article are, in the opinion of Provider, not reasonably feasible, both parties are entitled to (partially) terminate the Agreement with immediate effect, without Provider being obliged to pay any other compensation than a refund of the monies already paid by Customer in so far as these monies pertain to the terminated part.
3. If Customer discovers a Product is faulty after having accepted it, Provider will assess whether the manufacturer of the Product will remedy the defect under the warranties provided by this manufacturer to Provider or will exchange the faulty Product against a similar Product. If this is the case, Provider shall, at the discretion of Provider and without additional costs to Customer, remedy the defect (or have it remedied), or exchange the faulty Product (or have it exchanged) against a similar Product, provided that:
 - a) the Product in question has been made available to Customer by Provider;
 - b) the Product does not function in accordance with the applicable Service Description or documented specifications of this Product;
 - c) the defect has been reported to Provider as soon as possible after discovery of the defect, but in any case within twelve (12) months after Delivery;
 - d) the Product has been returned in its original packaging, complete with the accompanying documentation and proof of purchase;
 - e) the IMEI number of this Product matches the IMEI number on the packaging;
 - f) the defect to the Product is not caused by something that can be imputed to Customer.
4. Provider is entitled to charge research expenses and is not obliged to remedy the defect to the Product or to exchange the faulty Product, if Provider has purchased this Product from a third party and this party turns out to be not obliged to repair or exchange it or, even if it is obliged, fails to comply with these obligations.
5. Besides the provisions in this article, there are no obligations for Provider in connection with (malfunctions in) the working of Products.
6. Notwithstanding the provisions of paragraph 1 of this article, the discovery of a defect in a Product received does not allow Customer to suspend any obligation to which it is subject.



7 Payment

1. All amounts are payable from the moment Provider incurs costs for the benefit of Customer in the course of executing the Agreement.
2. The amounts payable by Customer, related to the actual use of a Service, are billed afterwards. Other amounts due are billed in advance.
3. Provider charges Customer for the amounts due (whether in part or not) under the Agreement by sending an invoice and is entitled to send invoices in between.
4. Provider is entitled to make invoices available to Customer electronically (by email/online). If Customer wishes to receive printed invoices, Provider may charge a fee to cover the costs.
5. If Customer makes payments in a way (e.g. by credit card) that involves costs for Provider, Provider is entitled to charge a fee to cover the costs.
6. Payment terms are 30 days after the invoice date.
7. The records of Provider serve as proof of the price, the type and the amount of Services purchased by Customer, unless Customer provides proof to the contrary.
8. Objections against the amounts billed must be submitted in writing to Provider within thirty (30) days after the invoice date. After the expiry of this period Customer is deemed to have accepted the invoice.
9. Provider will investigate the objections as referred to in paragraph 8 and may engage third parties in this. Provider is entitled to charge Customer with the costs of the investigation in case the objections turn out to be groundless.
10. If Customer has submitted an objection, it must still fulfil its payment obligations under the Agreement, as far as they pertain to parts it has not objected against.
11. Customer is not allowed to offset invoices against (alleged) claims on Provider.
12. Ownership of a Product supplied by Provider to Customer is transferred at the time of payment, the risk is transferred at the time of Delivery.
13. Customer is in default, without further notice of default being required, from the date the payment term has expired and the amount due has not been paid in full. Provider will send Customer a payment reminder, enabling Customer to remedy the breach within the specified time. If Customer, after the expiry of this period, has still not paid the amount due in full, Provider is entitled to charge the statutory interest rate and collection costs, calculated from the date the original payment term expired.



8 Fees and indexation

1. Under the Agreement Customer can be obliged to pay fees to Provider, including:
 - a. nonrecurring, periodical or incidental fees, including charges, administrative costs, closing costs, (re)connection charges, call-out charges, relocation expenses, costs in relation to a change to an Agreement requested by Customer and costs of exceptional – whether requested by Customer or not – provisions or Services;
 - b. monthly fees;
 - c. variable fees related to the actual use of the Service; and
 - d. other fees payable, including fines and fees for the use, repair or replacement of equipment made available with all fittings, for the use of the NCP, SRP or equipment or provisions not made available by Provider and fees for Services.
2. Provider is entitled to charge any additional costs, after having notified Customer.
3. Fees are payable in euros and are excluding the amount of taxes and charges owed.
4. The rates for delivering the Products are subject to the conditions of Free Carrier (FCA) (location to be determined by Provider) in accordance with the Incoterms 2013.
5. Provider reserves the right to adjust the tariffs for Products and/or Services for inflation on 1 October annually, based on the Consumer Price Index (CPI) of Statistics Netherlands regarding the year prior to the adjustment. Customer does not have the right to terminate (without any charge) as a result of inflation adjustments.



9 Usage

1. Customer uses the SRP, the Services and/or Products solely for its own activities (including use by End Users) and in accordance with the stipulations in the Agreement. Customer does not have the right to act as representative or agent of Provider. Access codes and SIMs and SMART cards are exclusively for personal use and not transferable.
2. Customer shall exclusively use the Services, equipment and provisions made available, the NCP and the Network for using the Services for its own activities and the purpose for which they have been made available to him.
3. Customer is obliged to comply with all reasonable instructions by Provider with regard to the use of the SRP, the Services and/or Products.
4. Customer is not allowed to use the SRP, the Services and/or Products in such a way that the Services or the Network of Provider are disproportionately burdened.
5. Provider cannot guarantee an unimpeded availability without any disruptions of the Services, also in view of the dependence on third parties and/or variable natural factors.
6. Customer is not allowed to connect equipment to the NCP, nor is it allowed to use Services in a way that can cause damage to Provider or third parties.
7. Customer provides, at its own expense, the electricity necessary for running the SRP and the Products and receiving the Services.
8. Provider provides the Services up to the SRP. Customer is responsible for the availability and the proper functioning of all devices and equipment necessary for the reception and the use of the Services purchased. Customer uses, for example, properly functioning equipment and (connection) cables that meet the applicable legal requirements and the specifications of Provider. Customer is not allowed to cause malfunctions in the reception by third parties of signals transmitted by the Network during or because of the use of its SRP.
9. Customer is not allowed to pass on any signals transmitted by the Network, Services and/or Products to third parties (or have them passed on). Nor is Customer allowed to grant himself or third parties, actively or passively, unauthorised access to the Network, Service, or make (technical) arrangements (or have these made) that can realize such access.
10. Customer is responsible and liable for the consequences and the costs of every authorised or unauthorised use by himself and by third parties of its NCP, SRP, Services, SIMs, SMART cards and access codes and Products, all in the broadest sense.
11. Customer himself is responsible for installing, configuring, updating and administering the Products necessary for the Services and for adjusting the settings. If Provider is to carry out installation work, this work will be limited to the agreed upon direct connection and/or configuration work at the agreed upon Location, and will not include any structural adjustments like foundation work, creating recesses and perforations, renovation work, brickwork, cable ducts, internal cabling et cetera.
12. Provider is and remains the owner of:
 - a. the NCP, SRP and the Network;
 - b. SIMs, SMART cards and access codes;
 - c. CPE, facilities that Provider, or a third party on behalf of Provider have made available to Customer to enable the use of the Service; and
 - d. the Services including CPE and documents provided by Provider to Customer in the context of the request for an offer or Agreement, even if Customer has reimbursed the expenses, unless otherwise agreed.



10 Maintenance and Breakdowns

1. Provider carries out, also without consent or cooperation of Customer, Maintenance to prevent Breakdowns and repairs to remedy Breakdowns.
2. With regard to Maintenance and repair work, Provider makes an effort to:
 - a. carry this out with due care and a minimum of delay at a time to be determined by Provider; and
 - b. without interrupting the Services, or as the case may be, to offer the Services at an equivalent level by means of an alternative route or temporary solution.
3. Provider can temporarily discontinue the provision of a Service or limit its use if this is necessary for Maintenance or performing a measurement, without the Customer being entitled to compensation as a result. Provider will notify Customer, unless that is reasonably speaking not possible.
4. Customer reports a Breakdown to Provider as soon as possible after it has occurred.
5. Customer is obliged to offer its assistance, like providing access, without any costs, for the purpose of Maintenance and remedying Breakdowns.
6. Provider can charge Customer with the reasonable costs of processing a report of a Breakdown or remedying a Breakdown, in case the Breakdown:
 - a. cannot be imputed to Provider;
 - b. is the result of Customer failing to fulfil its obligations, like improper use or changes to Products and/or Services;
 - c. is caused by a defect to CPE or facilities that have not been made available by Provider.
7. Provider can carry out Maintenance on Working Days. Provider carries out the work with regard to the agreed upon Services at the office of Provider. If, at the discretion of Provider, the defect cannot be remedied remotely, the necessary work will be carried out on-site at the Customer.



11 Compensation payment

If a Service has been interrupted for more than twelve (12) hours due to a breakdown in the Network and Customer is located in the area where the breakdown has occurred, Customer can claim compensation for the breakdown. This compensation payment amounts to one-thirtieth (1/30th) of the monthly (Subscription) fee that Customer is obliged to pay for the Service in question, for each twenty-four (24) hours that the breakdown lasts. Customer reports the breakdown to Provider within thirty (30) days after the occurrence, in order to be eligible for compensation payment. Customer cannot claim this compensation payment if the breakdown in the Network has occurred as the result of flooding, a terrorist attack or war.

The Service referred to in this article is understood to mean exclusively a public electronic telecommunications service.

If Customer is entitled to compensation payment as referred to in this article, this compensation payment will be deducted from any other compensation the Customer may be entitled to under the Agreement.



12 Liability Provider

1. Provider is liable to Customer for direct loss suffered by reason of attributable failure to perform or unlawful act in the cases as mentioned in this article.
2. Whatever the legal basis, liability of Provider will not exceed € 100,000.—(in words: one hundred thousand euro) per event, whereby a series of incidents is regarded as a single event, not exceeding €250,000. -(in words: two hundred and fifty thousand euro) per year. Liability of Provider in all cases will not exceed the sum of the agreed fees per year as referred to in article 8. Fees and indexation.
3. If Provider, during work that is carried out, causes damage to goods of Customer as a result of imputably failing by Provider, Provider shall compensate for the repair and replacement costs of the damaged goods not exceeding the amounts mentioned in paragraph 2 of this article.
4. Provider is not responsible for the following circumstances, for any damage resulting from these circumstances, nor can it be held liable for said damage:
 - a. indirect damage, consequential damage, loss of profits, loss due to business interruption, lost earnings and profit, lost savings, reduced goodwill, intangible loss and other forms of financial loss, loss as a result of claims by buyers of Customer and End Users, corruption or rendering unusable or loss of data, as well as loss related to the use stipulated by Customer of goods, materials, software or suppliers;
 - b. damage as a result of errors and omissions and/or breakdowns:
 - i. in the telecommunication infrastructures of other telecommunication operators or providers of information, content or SMS services;
 - ii. by Customer himself; or
 - iii. third parties hired by Provider in the course of performing the Services;
 - c. the non-functioning of the Services due to (temporary) physical restrictions, Maintenance or Force Majeure;
 - d. damage in connection with (interrupted) delivery of the Services;
 - e. change of a number;
 - f. the (improper or unauthorised) use of the Service, numbers, domain names, IP addresses, email addresses, usernames, passwords, access codes, SIMs, SMART cards and (peripheral) equipment like but not limited to telephone switchboards;
 - g. of processing personal data by a third party;
 - h. the use of Services of third parties;
 - i. the consequences of inaccuracies or incompleteness in the contents of information (services) provided with the Services;
 - j. the use of the internet or any other means of communication (including damage as a result of misunderstanding, corruption, delays or inadequate transfer of orders or notifications), among other things because of the risks in connection with this use (including risks arising from the fact that confidentiality of sent or received messages and information cannot be guaranteed);
 - k. loss in connection with the security of data Customer has saved on systems of Provider;
 - l. loss in connection with (the contents of) information that reaches Customer or third parties during use of the Services;
 - m. the use of hardware and software in use by Customer, which has not been delivered by Provider to Customer under the Agreement;
 - n. breaching time limits (including delivery and performance times);
 - o. storing Products;
 - p. loss in connection with reproduction or publication of confidential or valuable information;



- q. suspending obligations, blocking and closing down the NCP and Services;
 - r. damage, in the broadest sense, during the installation or the use by Customer of a Service; and
 - s. terminating the Agreement.
5. Customer is obliged to notify Provider in writing about the loss incurred as soon as possible, but in any case no later than thirty (30) Working Days after the loss was discovered or could reasonably have been discovered. Provider is not obliged to compensate for any damage which has not been reported in writing within such period.
 6. All restrictions and exclusions of liability: a. apply to all damage not directly or indirectly related to the Agreement (including damage in connection with the formation or performance of the Agreement or the use of a Product and/or Service); and b. also apply to a breach of primary obligations, warranties and indemnities; c. apply irrespective of the legal ground on which the liability is based; d. do not apply if the damage results in death or bodily harm; e. do not apply if the damage is caused by intent or deliberate recklessness of Provider and its management.
 7. If, as a result of the same circumstance or incident, more than one claim arises for Customer and the combined claims exceed the maximum compensation mentioned in this article, the maximum compensation will not exceed the said maximum amounts.
 8. Provider stipulates that all defences directly or indirectly related to the Agreement (including exclusions or restrictions of liability as well as indemnities) are also in favour of (hereinafter referred to jointly as “Beneficiaries”): a. its affiliated enterprises; b. subordinates; and c. third parties and their affiliated enterprises: i. that Provider makes use of in the course of business or the performance of the Agreement (including suppliers and subcontractors); or ii. for which Provider is (otherwise) qualitatively liable (or would be liable if Provider has not excluded or limited its liability for acts or omissions by these third parties) as if these Beneficiaries are a party to the Agreement (Himalaya clause).
 9. Customer guarantees that it negotiates the same rights as referred to in this article, with third parties (including End Users) it makes the Products and/or Services available to, for the benefit of Provider and its Beneficiaries.



13 Liability and obligations Customer

1. Customer looks after the facilities installed by Provider, like cables and equipment, with due care and diligence. If, as a result of a circumstance attributable to Customer, the facilities installed by Provider are damaged, rendered unusable or in any other way do not function properly anymore, Customer compensates Provider for the damage to these facilities.
2. Customer is liable for all damage suffered by Provider as a result of acts or omissions of or on behalf of Customer that are in breach with the Agreement.
3. Customer indemnifies Provider and its affiliated enterprises against and compensates Provider for all claims by, loss and costs of third parties, including buyers of Customer, with regard to the use of the NCP, SRP, provided Services or the provided Products. This indemnification also refers to claims due to unauthorised reproduction or publication of copyrighted (or otherwise protected) work resulting from (parts of) the provided Services, passing on a number of which the user has expressly stated it wants to block number identification, and the (improper) use of the Service, numbers, domain names, IP addresses, email addresses, usernames, passwords and (peripheral) equipment like but not limited to telephone switchboards.
4. In addition, Customer bears the risk of and will indemnify Provider against and compensate for all claims by third parties, directly or indirectly connected with:
 - a. unauthorised use or use of the Products and/or Services inconsistent with this Agreement, including the NCP, SRP, SIMs and SMART cards and access codes;
 - b. the use of Services;
 - c. breach of laws and regulations concerning the protection of personal data;
 - d. breach of legal retention periods;
 - e. Products, Services, suppliers and/or subcontractors specified by Customer to Provider and/or which had to be purchased from a stipulated supplier;
 - f. acts or omissions by supplier, subcontractor or servant or agent of Customer; and
 - g. failing by Customer to comply with obligations directly or indirectly resulting from the Agreement.
5. Customer assists in the work carried on by or on behalf of Provider in connection with the performance of the Agreement, without any charges to Provider. If permission or assistance of third parties is required, like e.g. the property or network owner, Customer will arrange that permission or assistance. Customer indemnifies Provider against claims by third parties in this respect.
6. Customer bears the risk of CPE made available to Customer and is obliged to keep, use and insure the Products made available to Customer by Provider with all due care and as identifiable as property of Provider.
7. If third parties lay claim to goods as referred to in paragraph 1 of this article, Customer will immediately inform the third party in question about the rights of Provider and notify Provider by phone and in writing about the alleged claim of that third party.
8. Only Customer is entitled towards Provider to rely on rights resulting from an Agreement. The acts and omissions of an End User are attributable to Customer. Customer guarantees that it has gained all the necessary permissions from End Users required to enter into, perform and terminate the Agreement. An End User cannot derive rights from an Agreement. Customer bears the risk of and shall indemnify Provider against and compensate for all claims by End Users (including in connection with laws and regulations concerning privacy).



14 Intellectual property

1. All rights of intellectual property or industrial ownership of all Products and/or Services developed or made available under or by virtue of the Agreement are exclusively vested in Provider, its affiliated enterprises or its licensors.
2. Customer receives a nonexclusive, non-transferable, revocable right of use of the software and the accompanying written information made available by Provider to Customer for the duration of the Agreement. Exclusively for normal purposes as intended by Provider. The use is subject to the applicable licence terms.
3. Customer is not allowed in any way whatsoever to publish, edit, multiply or make available to third parties (parts of) the software made available by Provider, except to the extent this is necessary for the use and the Agreement expressly allows it.
4. Provider indemnifies Customer against the consequences of breaches of intellectual property rights of third parties in the Netherlands, exclusively in so far as they result from the use of the software and the accompanying written information made available by Provider, and provided that Customer:
 - a. uses the software made available by Provider in accordance with the stipulations in the Agreement and the applicable licence terms;
 - b. immediately informs Provider about claims by third parties;
 - c. leaves handling the claims or disputes entirely to Provider;
 - d. provides Provider at its first request with the necessary information, the claim is not related to hardware, software or materials intended for use or modification, made available by Customer to Provider; and
 - e. the claim is not related to changes to the Products and/or Services developed by Provider by other parties than Provider.
5. Customer ensures not to violate any intellectual property rights of third parties, like but not limited to unauthorised reproduction and publication.
6. Customer is not allowed to delete or change any specification regarding intellectual property or industrial ownership on/in the Products and/or Services.
7. Provider is allowed to take technical measures to protect the Products and/or Services. If Provider takes these technical measures, Customer is not allowed to remove or avoid these security measures.



15 Confidentiality

1. Provider and Customer acknowledge that the content of their relationship, the details and the information (including those of (sub)contractors of Provider) that are known to them in the context of the Agreement, are strictly confidential in nature. Provider and Customer shall not during and after the duration of the Agreement, except with explicit mutual written consent, directly nor indirectly divulge the content of the relationship, the details nor the information that have come to their knowledge, to a third party, with the exception of the common practice of publishing (number and address) details.
2. Provider is allowed, after consultation with Customer, to use the Customer's trade name for its marketing and sales activities.
3. Provider safeguards this article, with due observance of the exceptions stipulated by law, like the obligations in Chapter 13 of the Telecommunications Act and the tracing of malicious or objectionable calls from and to other telecommunication providers.
4. Customer recognizes that the Services, including the CPE made available, can contain confidential information and trade secrets of Provider and its affiliated enterprises or licensors. Customer undertakes to keep these matters confidential and use them solely for the purpose they have been made available for.
5. If an investigation performed by Provider results in a suspicion that Customer or its End Users have sent objectionable or malicious communication to a subscriber of Provider or another operator, Provider is allowed to provide the number of Customer, as well as the name, address and place of residence of Customer to the impacted subscriber upon the latter's request. Provider will inform Customer of such disclosure.



16 Processing of personal and traffic data

1. Provider processes personal and traffic data of (contacts of) Customer and End Users, inter alia in the context of entering into Agreements, for the provision of Products and Services, complying with legal obligations as a Provider and for the business operations of Provider, in a way and for the purposes as described in the latest version of the privacy statement of Provider (the "Privacy Statement") which is published on the website of Provider.
2. With due observance of the provisions set out in paragraph 4 of this article, Provider is the independent controller of the processing of personal and traffic data for the purpose of (a) providing the telecommunication service; (b) the safety of electronic communication networks and services, (c) identifying and remedying technical malfunctions and/or errors, and (d) complying with a legal obligation as a Provider. Provider processes personal and traffic data in accordance with its Privacy Statement. Provider meets all the applicable laws and regulations concerning the protection of personal privacy, in particular the Telecommunications Act, the General Data Protection Regulation and the General Data Protection Regulation (Implementation) Act.
3. To the extent that the processing of personal data as referred to in paragraph 1 of this article also encompasses the processing of personal data provided by Customer to Provider regarding End Users, Customer guarantees these personal data have been obtained and provided to Provider legitimately.
4. Except for the provision in the last sentence of this paragraph, Provider is never the controller of personal data, not being traffic data, that are being exchanged through using a Service. Customer guarantees that the processing of these personal data will at any time take place in accordance with the applicable laws and regulations regarding the protection of personal privacy and Customer will indemnify Provider against all claims by third parties including End Users, in relation to or resulting from a breach of this guarantee.
5. If Customer purchases services or goods from a third party, for which this third party needs to have personal data of Customer or End Users, Provider is never responsible and/or liable for the processing of personal data by this third party.
6. If Provider in the context of providing a Service or a Product processes personal data (i) in a way that is not described in the Privacy Statement and in which Customer is the controller and Provider the processor, or (ii) in respect of which the Privacy Statement explicitly appoints Customer as the controller and Provider as the processor, then Provider and Customer shall if necessary enter into a processing agreement with regard to this processing of personal data. This processing agreement will meet the requirements of article 28 of the General Data Protection Regulation.
7. If (the contact of) Customer does not want to be approached in the context of the sale of Products and Services, Customer can state this when receiving commercial electronic messages or through the customer portal/customer service.
8. Customer agrees to identification of its telephone number(s) at the party Customer calls (calling line identification), unless Customer informs Provider through the procedure published by Provider that it objects to that.
9. Customer will inform End Users about the way personal data as described in paragraph 1 of this article are processed and in which way End Users can exercise their rights.



17 Discontinuation, suspension, termination

1. The Agreement cannot be terminated before the end of the term, except in cases mentioned in these General Terms and Conditions. If the Agreement is terminated early by Customer, Customer is obliged to pay Provider a fee amounting to the average monthly invoice amount over the twelve (12) months prior to the termination date, times the number of remaining months of the remaining term, plus if applicable digging costs, costs for purchasing cables and purchases at third parties and other equipment costs, without prejudicing the right of Provider to compensation for actual losses.
2. Without prejudice to the other stipulations in these General Terms and Conditions Provider can, without further notice of default or judicial intervention, block, suspend, restrict or terminate the provision of the Services and discontinue the Agreement with effect from any date:
 - a. to safeguard the safe functioning of the telecommunication infrastructure during exceptional circumstances (as stipulated in Chapter 14 of the Telecommunications Act);
 - b. if Customer no longer meets the preconditions applicable to the fixed Service in question, including the preconditions included in the current Service Description, Customer has connected peripherals that do not satisfy the requirements set for them by or pursuant to the law;
 - c. if third parties, data traffic or the telecommunication traffic are inconvenienced by or suffer nuisance from the use by Customer of the SRP or the Service;
 - d. if Customer causes dangers to the health of employees of Provider and/or other users of the Network or other telecommunication networks;
 - e. if Customer has entered into the Agreement under false pretences or has not provided Provider with the correct details or changes thereof with the obvious intent to commit fraud;
 - f. if there are obvious misgivings about Customer not fulfilling its obligations or not fulfilling its obligations anymore;
 - g. if (new) laws and regulations change, restrict or forbid the performance of the Service or the provision of the Products in accordance with the Agreement;
 - h. in case of Force Majeure or unforeseen circumstances on the part of Provider;
 - i. if the actual use of the Products and/or Services is not in conformity with the Agreement, is not consistent with the normal use to which the current rates are tailored or substantially deviates from the use that may be reasonably expected;
 - j. if it is plausible that Customer acts in breach of the law, causes damage to a third party or the Network or other telecommunication networks and this noncompliance justifies the discontinuation or suspension;
 - k. if Customer, upon request of Provider, cannot issue (additional) security regarding fulfilling its payment obligations under the Agreement within the period determined by Provider, or fails to fulfil a given security or acts in breach of what it vouches for; and/or
 - l. if relevant permits, licences and/or permissions are missing in order to receive and/or use the fixed Services or operate the Network.
3. If Provider suspends, restricts or discontinues the Agreement pursuant to the stipulations in this article, then:
 - a. Customer cannot access the Services until they have been reconnected;
 - b. Customer remains obliged to fulfil all obligations under the law, the Agreement and any other applicable conditions, including the payment of the fees for the remainder of the term of the Agreement;



- c. the Services will not be provided until Customer has fulfilled its obligations under the Agreement(s). Provider can charge Customer with (re)connection costs for each Service;
 - d. Provider has the right, next to its legal and contractual rights, to recover its actual loss from Customer, while not owing any fee or compensation to Customer; and
 - e. Customer, in case of a discontinuation, is required to enter into a new Agreement for the provision of the Services and/or Products. Provider can charge Customer with (re)connection costs for each Service.
4. If Provider has blocked a Service, the block can be lifted upon written request by Customer after which the Service can be reused if Customer meets the requirements set by Provider. Provider can charge a fee for the unblocking.
5. Provider will inform Customer as soon as possible in writing about the suspension or discontinuation of the Service, stating its reason.
6. Each party can terminate the Agreement with immediate effect and without prior notice of default in case of: a. a request for debt restructuring; b. suspension of payment; c. bankruptcy; d. liquidation; or e. termination on the part of the other party, unless the trustee in bankruptcy or administrator opts for continuation of the Agreement and promptly issues adequate security according article 19. Security deposit, bank guarantee and security payment and the other party agrees to the continuation.
7. Provider is entitled to charge Customer with closing costs in the event of early termination of the Agreement, if not as a result of imputably failing by Provider, (a request for) bankruptcy of Provider or (a request for (provisional)) suspension of payment of Provider.
8. Provider nor Customer can terminate the Agreement in whole or in part, Sections 265 to 267 Book 6 Dutch Civil Code do not apply.
9. After discontinuation of the Agreement Customer keeps the NCP in proper condition.
10. At Provider's first request, Customer provides all reasonable assistance to Provider, like access to the Location, to take back the CPE made available by Provider for the provision of the Services. Customer enables Provider at first request to take back the CPE (or have it taken back), or Customer will return the CPE to Provider at the latter's first request. If Customer has not returned the CPE within one (1) month after the request by Provider, nor enabled Provider to remove the CPE, Customer remains obliged to pay the fee for the Service to Provider until the moment the CPE is back in the possession of Provider. This article leaves other rights of Provider, like the right to compensation, unaffected.
11. On the date of ending the Agreement Customer will no longer use any licence made available to him under the Agreement.



18 Providing information and changes

1. Customer guarantees it will provide at its own risk and expense, relevant information (like address details, the details of End Users and technical details) to Provider in writing at least fourteen (14) days before the performance of the Agreement commences.
2. Customer immediately informs Provider, through the customer service of Provider, about every change in its name, address, place of residence, bank account number, email address, registration at the Chamber of Commerce and any other change or information that can be important to the performance of the Agreement or the provision of the Service. Customer guarantees that the information it supplies to Provider is correct and complete. All consequences of changes that are supplied incorrectly or after the expiry of a time limit remain at the risk and expense of Customer.
3. Customer can submit a request in writing to Provider for a change in the functionalities of the Service or a change in the performance of the Agreement. Provider is not obliged to accept such a request. If Provider accepts the request of Customer, this is regarded as a change to the Agreement.
4. Every change as referred to in paragraph 1 of this article is confirmed by Provider by sending a written confirmation to Customer stating the commencement date of the change.
5. If a change as referred to in paragraph 1 of this article requires an interruption of the service provision or alignment with change(s) to the customer equipment, then the date and the moment of that interruption is determined in consultation with Customer.
6. If Customer wants to use (one or several of) the fixed Services at another Location, it notifies Provider as soon as possible, after which Provider determines in consultation with Customer the date from which the Services purchased by Customer will be provided at the other Location.
7. If Customer relocates to an address outside the area where Provider offers its fixed Services, or to an address where Provider does not or cannot offer the fixed Service purchased by Customer, Customer is entitled to terminate the Agreement in writing subject to a notice period of one (1) month prior to the relocation date. This right also exists if the Agreement is subject to a minimum term.
8. If Customer relocates to an address outside the Netherlands, Provider has the right in case it concerns mobile services to terminate the Agreement in writing subject to a notice period of one (1) month prior to the relocation date. This right also exists if the Agreement is subject to a minimum term.
9. Before, during and after the relocation the existing fixed Service(s) are in principle and to the extent possible continued under the applicable conditions and tariffs. However, Provider has the right charge other tariffs and costs to Customer. Provider shall agree any changes in conditions and/or tariffs with Customer prior to the relocation. Provider is entitled to charge Customer with the actual costs reasonably incurred related to a request for change and/or relocation, like but not limited to costs for (re)connection by a serviceman.
10. In the event of relocation Customer can be offered an alternative Service.
11. In the event of relocation and fixed Services, the existing Agreement is terminated while at the same time a new Agreement is concluded with a duration at least equal to the original duration of the existing Agreement of which the minimum term is twelve (12) months.



12. Requests for changes and/or relocations need to be submitted by Customer at least three (3) months prior to the planned date of the change and/or relocation, through the customer service of Provider.
13. Changes and relocations will be Delivered in conformity with article 5. Delivery of Services and Products.



19 Security deposit, bank guarantee and security payment

1. Provider is for well-founded reasons entitled at any time to oblige Customer to provide (additional) security. This (additional) security can consist of a prepayment or down payment at the discretion of Provider, payable within a period to be specified by Provider. When no payment problems have occurred during a consecutive period of at least six (6) months, Customer can submit a request in writing to Provider to return the down payment. Provider shall consider the request and return the down payment if in its opinion circumstances allow him to do so.
2. Provider can also decide to set a limit. If the limit has been reached, the provision of the services will be suspended until the date Customer has settled the invoice.
3. Customer provides the security as referred to in paragraph 1 of this article at first request of Provider.
4. The costs for the security deposit as referred to in this article will be borne by Customer.



20 Transfer to third parties

1. The Agreement is personal. Without prior written consent of Provider, Customer is not allowed to:
 - a. encumber the (rights and obligations resulting from the) Agreement;
 - b. have the (rights and obligations resulting from the) Agreement acquired by third parties;
 - c. transfer the (rights and obligations resulting from the) Agreement to third parties, or provide or make available (including by means of rental); or
 - d. have its obligations fulfilled (including by means of subcontracting) by third parties.
2. Provider can involve third parties in the performance of its obligations under the Agreement.
3. Provider can transfer the Agreement and its rights and obligations under the Agreement to its subsidiary or group companies or otherwise affiliated enterprises, and in the context of a change of ownership of (parts of) Provider to a third party. Customer hereby grants all permissions that may be required for such transfer.



21 Changes in conditions

1. Provider can change the General Terms and Conditions, the Services, the functionalities of the Service and the technical way in which the Services are provided, the Agreement, any agreed Service Levels and (the amount of the) fees. Provider notifies Customer of any such changes in a satisfactory manner at least one (1) month prior to the implementation.
2. A satisfactory manner can also be a notification by SMS or information on or attached to the invoice that the Customer receives.
3. If a change results in a right of termination by Customer, the written notice of termination needs to be sent to the customer service of Provider prior to the date of change, at the risk of forfeiting the right.
4. The right of termination as referred to in paragraph 3 of this article does not apply if the changes are the result of:
 - a. a change that demonstrably works to the advantage of Customer;
 - b. a change that works neither to the advantage, nor the disadvantage of Customer;
 - c. a periodical price increase as detailed in paragraph 5 of article 8;
 - d. an order or measure adopted by the government forcing Provider to change the Agreement, e.g. with regard to tax, levy and/or import duties;
 - e. decision(s)/rulings imposed by the government, regulatory authority like the Netherlands Authority for Consumers & Markets or courts of law;
 - f. technical changes to the NCP, SRP, Services and/or Products implemented by Provider on the instruction of the government; or
 - g. changes to the Agreement or Service on the request of Customer.



22 Loss of rights

1. Customer loses all rights against Provider under an Agreement on the expiry of a period of one (1) year after their inception, unless mandatory law determines otherwise.
2. If Provider does not exercise a right or claim under an Agreement, this does not constitute a waiver of these rights. This also includes the right of Provider to bill at a later time than the month following the month the Service has been used.



23 Bribery and corruption

1. Provider has an elaborate anti-bribery policy and programme. Customer will comply with the applicable laws and regulations with regard to anti-bribery and anti-corruption, will neither give nor receive bribes, in money nor in kind, also in cases when a foreign civil servant is involved, and will not do or omit to do anything that may result in Provider acting in breach of applicable laws and regulations with regard to anti-bribery and anti-corruption.
2. Customer immediately notifies Provider of any allegation at law or otherwise of fraud, bribery or venal practices made against Customer.



24 Sanction and export control

Customer shall, in the context of the Services and/or Products provided:

- a. comply with all applicable laws and regulations with regard to export control and economic and financial sanctions in the European Union, United States of America and any other country Customer does business with;
- b. not perform deliberate acts or omissions that may result in Provider or its group companies acting in breach of the applicable laws and regulations;
- c. comply with any reasonable request by Provider to assist Provider or supply documents and information, including information regarding the End Users;
- d. inform the other party about the revocation of a licence/permission or actual or potential investigations/breaches of the applicable laws and regulations;
- e. not perform activities for and/or with parties listed as a country, organization or persons that sanctions are imposed on or that are subject to financial restrictions; and
- f. not appoint subcontractors that are listed as referred to under (e), nor export, resell or in any other way transfer the services to parties that are on a list as referred to under (e).

Customer immediately informs Provider about any allegation at law or otherwise or breach of the above.



25 Applicable law and disputes

1. The Agreement is governed by the laws of the Netherlands.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) is specifically excluded.
3. Any dispute under the Agreement that cannot be resolved amicably, shall be resolved by the competent court of Utrecht, to whose exclusive jurisdiction both parties irrevocably submit.



Appendix A - Acceptable & Fair Use Policy

Introduction

The Acceptable & Fair Use Policy of Provider applies to the use by Customer of the Service(s) of Provider. The Acceptable & Fair Use Policy (hereinafter referred to as AFUP) is intended to help Customer use the Service(s) of Provider and to protect the networks in question, including the Network of Provider.

Customer is to instruct its End Users, as well as third parties (in)directly related to Customer (hereinafter referred to as Users), to comply with the AFUP.

A copy of the AFUP is available to Customer on [webvindplaats]. Provider can implement a new version of the AFUP. After publication on [webvindplaats] (hereinafter referred to as Commencement Date) the updated version of the AFUP applies.

The terms used and defined in the General Terms and Conditions Business Market retain their meaning in this AFUP, unless they are explicitly departed from in this AFUP.

Acceptable use of the Network and the Services

Customer is required to:

- a. have sufficient protective measures in place and put restrictions on authorised connections to the network of Customer regarding all inbound and outbound network traffic;
- b. scan all incoming internet traffic for harmful content and take appropriate measures to prevent viruses, including but not limited to the purchase and installation of the proper anti-hacking software and virus protection;
- c. ensure that all accounts have a sufficiently strong password;
- d. prevent vulnerable spots and remedy them without any delay whenever they are identified;
- e. keep its systems up-to-date by means of upgrades and patches;
- f. regularly check systems, logs and networks and configure the systems in such a way that adequate logs are being generated;
- g. confirm that when using a mailing list all recipients on that list have requested the material that has been sent to the list or have explicitly accepted that in any other way; and
- h. promptly investigate any breaches of the security and/or breaches of the user policy by its Users and, if necessary, take action.

Unacceptable use of the Network and the Services

The following kinds of use (or a reasonable ground to suspect such use) by Customer and/or its Users of the Network and/or the Services are regarded as improper use, as well as a violation of this AFUP:

- a. **Illegal use.** The use of the Services for the distribution of any material as a result of which the applicable local, national or international laws and regulations are violated.
- b. **Threats.** The use of the Services for the distribution of any material as a result of which bodily harm or property destruction is likely to come about, or as a result of which property becomes inaccessible.
- c. **Harassment.** The use of the Services for the distribution of any material as a result of which someone is harassed.
- d. **Fraudulent acts.** The use of the Services for the purpose of fraudulent offers for the purchase or sale of products, articles and/or services, or for the promotion of all kinds of financial scams.



- e. **Forgery or masquerading as someone else.** The adding, deleting or changing identifying network header information, in an attempt to deceive or mislead. An attempt to masquerade as someone else, by means of forged headers or other identifying information. The use of intentionally misleading headers in news reports in order to avoid collectors of email addresses intended for spam, is allowed.
- f. **Unsolicited commercial emails/unrequested bulk emails (like spam) without the possibility of an 'opt-in'-confirmation by the recipient.** The use of the Services for the distribution of any unsolicited commercial emails and/or unrequested bulk emails. Activities that result in unsolicited commercial emails and/or unrequested bulk emails becoming possible, irrespective of the fact whether the emails are commercial in nature.
- g. **Unauthorised access.** The use of the Services for the purpose of gaining access to the accounts of others or attempting to gain access, or for hacking the security measures of the computer software or hardware, the electronic communication system and/or the telecommunication system of Provider or any other entity or for attempting to hack, irrespective of the fact whether this hacking leads to corruption or loss of data. In addition, the use of the Services in a way or to an extent that is not agreed by Customer and Provider.
- h. **Copyright or trademark infringement.** The use of the Services for the distribution of any material as a result of which a copyright, trademark, patent, trade secret and/or other property rights of Provider or a third party are infringed, including but not limited to the unauthorised copying of copyrighted material, digitizing and distributing photographs from magazines, books and/or other copyrighted sources, as well as the unauthorised distribution of copyrighted software.
- i. **Collecting personal data.** The use of the Services for obtaining, collecting and/or processing personal data of third parties, or for attempting to collect or process, without their knowledge or unambiguous consent and/or without the processing in question being necessary for the performance of an agreement with the persons in question.
- j. **Network disruptions and hostile acts.** The use of the Services for the purpose of an activity that adversely impacts the opportunity to use the Services of Provider or the internet by other people or systems. This also includes 'denial-of-service' attacks (DoS) on another network host or individual User. The interference in or disruption of other network users, network services and/or network equipment is prohibited.

Provider reserves the right – without this resulting in any liability whatsoever relating to Customer or its Users – to take remedial action. Provider can take such action if and when illegal use of its Network and/or Services is taking place or is suspected to take place, or if and when there is another breach of this AFUP, by one of the Users. Such action can include, among other things:

- suspension of the Services;
- disconnection of the Services;
- the demand that Customer pays the agreed Tariffs and/or the Tariffs for the disconnection/reconnection of the Services;
- taking legal action, in order to forbid the improper use and/or receive compensation with reference to the improper use;
- taking other measures that Provider has at its disposal under the contract or the law.

Congestion

Customer acknowledges that the capacity of the Network is not unlimited, as a result of which excessive use of the Services by Customer can cause congestion in the Network and inconvenience to other users.



For that reason, Customer is not allowed to make excessive use of or generate traffic on the Network to an extent that this causes inconvenience to other users of the Network or congestion in the Network. If such a situation occurs, Provider notifies Customer of its violation of this clause and Customer immediately puts an end to this. If Customer does not fulfil this obligation, Provider can take measures. These measures can encompass, among other things, restricting, temporarily or not, the access to, or suspending, restricting or ending the provision of the Services. As a result of these measures Provider is not obliged to pay compensation to Customer or reimburse costs.

Safety of the Network and content

Customer and its Users are not allowed, pursuant to acts or omissions, to allow others to use their Network for illegal or improper acts. Customer and its Users are not allowed, pursuant to acts or omissions, to have their Network configured in such a way that this enables a third party to use their Network in an illegal or improper way.

Provider is not liable for the security of messages sent through the internet, including any part of the Network of Provider that may be deemed to form part of the internet.

Provider does not assess, edit and/or censor the content of the information, the data and messages that Customer and its Users send, receive, distribute and/or save through the Network and the Services, and does not accept any responsibility to that end. Provider reserves the right to:

- a. scan data traffic (including email) at any time:
 - i. if this is in Provider's reasonable opinion necessary to protect Customer and/or other Customers and/or the Network;
 - ii. for harmful content (including viruses and spam);
 - iii. if there is reasonable reason to suspect that the present AFUP or an applicable law has been or is breached;
 - iv. if this is necessary in order to ensure that the Network functions within acceptable parameters in relation to certain levels of service provision and technical specifications;
- b. take measures to delete such harmful content/unsolicited commercial emails/unrequested bulk emails (like spam) including disconnecting the Service;
- c. take measures if Provider is obliged to do so under the law or due to a ruling or demand of the court or government body.

Customer and Users are obliged to cooperate with Provider in the event of measures deemed necessary by Provider to prevent the sending, distribution and/or saving of information and/or messages that are in conflict with the present AFUP.

Unlimited calling and texting

If parties have agreed in the Agreement that Customer can call and text without limitation, and the bundle can also be used abroad, this still needs to take place in a normal and reasonable fashion. Subscriptions like this are only available to Users living in the Netherlands who do not permanently or semi-permanently use a Subscription abroad. This is necessary to prevent congestion in the Network and as a result prevent misuse and inconvenience to other Users.

Usage that is not seen as reasonable is in any case, but not limited to:

- a. usage in combination with another device that is not found suitable by Provider;
- b. usage with multiple devices simultaneously, unless indicated otherwise by Provider;



- c. continuous or almost continuous use, by prolonged open connections, like the use as baby monitor or telephone exchange.

The above is not applicable if parties have mutually agreed upon this.

Misuse includes in any event:

- a. the use for commercial purposes like offering the possibility to text and/or call to third parties, not being End Users;
- b. sending spam or bulk SMS (the excessive sending of texts from one (1) number to one (1) or multiple receiving number(s)) and/or offering the SMS option to third parties;
- c. the use as SIM box;
- d. the use of one (1) connection by multiple Users.

In case of (suspected) misuse or in case of usage that is regarded as not reasonable, Provider can attach conditions to the use, charge additional costs for calling and/or texting and/or charge for the connection, or suspend/disconnect the option to call and/or text temporarily or in full. In case of usage that is regarded as not reasonable, Provider will charge Customer with additional costs after having informed Customer that the use is regarded as not reasonable. However, if this use continues, Provider reserves the right to terminate the Agreement. Provider reserves the right to render the use of the connection impossible if Customer does not use the connection in a normal way or is suspected to do so. Provider is not liable for any possible damage resulting from this.

Roam-like-at-Home

As of 1 June 2017, Provider has introduced 'Roam-like-at-Home' (RLAH) for all mobile Subscriptions. This means that Dutch bundles for calling, texting and data also apply in the EU as of 1 June 2017. RLAH is not intended for unreasonable use abroad and for that reason Provider applies a fair use policy (FUP). The RLAH FUP follows from the EU Roaming Regulation and is aimed at preventing unreasonable use of Subscriptions abroad. Provider does not apply a RLAH FUP to Prepaid agreements.

Provider offers RLAH to roaming Customers and End Users that reside in the Netherlands or have a stable connection with the Netherlands. Provider is entitled to ask for proof of such and has the right to deny Customers the RLAH option if no proof is presented.

As of 1 June 2020, Provider has introduced 'World Roaming upgrade' for a number of mobile Subscriptions. This means that Customer can have its End Users use the Dutch bundles for calling, texting and data during a certain period of time and for a fee, in the World zone as described in the list of tariffs. The World Roaming upgrade is subject to the provisions of the RLAH FUP as published on vodafone.nl/fup.

It is prohibited to resell SIMs in an organized way to persons not having a long-term connection with the Netherlands. Provider can take direct measures to prevent and stop the organized resale of SIMs. In addition, Provider can take immediate proportional measures against the following objective indicators concerning a risk of misuse:

- prolonged inactivity of a SIM that is mainly, if not exclusively, used in roaming;
- purchase and subsequent use of various SIMs by the same Customer for roaming.

Provider applies various control mechanisms, based on objective indicators, to prevent misuse of roaming. There are two control instruments: the 4-month FUP; the open bundle FUP.



For more information about the two control instruments please visit vodafone.nl/fup

