

Vodafone Libertel B.V

General Terms and Conditions for the Corporate Market



1. Definitions

- In these General Terms and Conditions, the terms with a capital letter are defined as follows, in which context words stated in the singular also indicate the plural and vice versa, and conjugations of verbs have the same content as the verb in question, with due observance of the context.
- 1.1 Connection:** a connection to the Network (including by means of a SIM card).
- 1.2 Supplementary Service:** every service delivered by the Supplier in connection with or supplementary to another Service or Good (including a Content Service).
- 1.3 Subscription:** every use of a Connection, in which context the amounts owing are charged periodically on the basis of the Agreement.
- 1.4 General Terms and Conditions:** these general terms and conditions of the Supplier.
- 1.5 Authority:** a supranational, national, provincial, municipal or any other body or court with government authority (including OPTA (Independent Post and Telecommunication Authority) and NMa (Netherlands Competition Authority)).
- 1.6 Content Service:** every service that consists, in whatever form, of supplying content (including digital and other information, such as text, data, moving, stationary and graphic images, sound recordings, games, advertising and similar services).
- 1.7 Contracting Party:** the party that will receive or has received an offer or that will conclude or has concluded an Agreement with the Supplier.
- 1.8 Service:** every supplied or made available Telecommunication Service, Supplementary Service or other service.
- 1.9 End-User:** the natural person who is authorised by the Contracting Party and/or an Affiliated Enterprise, on the basis of a relationship under employment law with the Contracting Party and/or an Affiliated Enterprise or on the basis of a temporary employment contract, to make use of the Network and/or the Services.
- 1.10 Affiliated Enterprise:** the enterprise in which the Contracting Party directly owns at least fifty percent of the shares or for which the Contracting Party has assumed liability, jointly and severally or otherwise.
- 1.11 Supplier:** the legal entity or company referred to in the Agreement that supplies the Goods and/or Services.
- 1.12 Location Data:** all Personal Data other than Traffic Data pertaining to the location within the Network or any other network where the End-User is assumed to be.
- 1.13 Mobile Telecommunication Service:** every Telecommunication Service where the Connection is made to the Network via a wireless link.
- 1.14 Network:** all technical components with which the Supplier facilitates fixed and mobile telecommunication or instructs others to do so.
- 1.15 Number:** numbers, letters or other symbols, whether or not used in combination, intended for access to or identification of Connections, Contracting Parties and End-Users, Services, Peripheral Equipment or other network elements.
- 1.16 Delivery Protocol:** a signed document that the Supplier uses to indicate that the Items and/or Services have been delivered.
- 1.17 Agreement:** every arrangement on the basis of which the Supplier delivers one or more Goods and/or Services (including making Connections or concluding Subscriptions).
- 1.18 Personal Data:** all data relating to an identified or identifiable natural person;
- 1.19 Peripheral Equipment:** the telephone exchange connected to the Network or the mobile radio transmission and/or receiving device (also referred to as 'handset', 'mobile device' or 'mobile telephone') which establishes the connection to the Network, whether or not in combination with a SIM Card or another technical means.
- 1.20 SIM Card:** the chip which, in combination with a Connection and Peripheral Equipment, enables the use of the Network;
- 1.21 Software:** software made available by the Supplier to the Contracting Party in connection with the Services.
- 1.22 Rates List:** an overview of rates and other costs with respect to the Items and/or Services.
- 1.23 Telecommunication Service:** a public electronic communication service with which the Network can be used (including on the basis of a Subscription).
- 1.24 Fixed Telecommunication Service:** every Telecommunication Service where the Connection is made to the Network via a fixed link.
- 1.25 Traffic Data:** all Personal Data stemming from the use of a Connection such as the location, time and duration of a call and the Number of the connection called.
- 1.26 Working Days:** Monday to Friday from 8 a.m. to 6 p.m., with the exception of Dutch public holidays.
- 1.27 Goods:** the Peripheral Equipment, handsfree vehicle kits, physical network connections, SIM cards, Software, hardware, quotations, calculations, analyses, designs, drawings, images, reports, documentation, folders, samples, models, preparatory material, accessories or other material supplied or made available by the Supplier.

2. General

- 2.1** The applicability of general terms and conditions used by the Contracting Party is hereby expressly rejected.
- 2.2** The General Terms and Conditions will apply to all legal relationships (including offers and Agreements) under which

the Supplier delivers Services, Goods and/or Subscriptions to the Contracting Party.

- 2.3** These General Terms and Conditions are an integral part of the Agreement. In the event of contradiction between a provision in the Agreement and a provision in these General Terms and Conditions, the provision in the Agreement will have preference.
- 2.4** Every communication relating to Services, Goods and/or Subscriptions between the Supplier and the Contracting Party may take place electronically, unless stipulated otherwise in the Agreement. The electronic version of the relevant communication, as well as agreements in writing, stored by the Supplier will serve as evidence of such communication, except for evidence to the contrary provided by the Contracting Party. Electronic communication will be considered to have been received at the time of dispatch, unless the contrary is proven by the recipient. If the communication has not been received as a consequence of delivery and/or accessibility problems with respect to the Contracting Party's electronic mailbox, such will be at the Contracting Party's risk, also if the electronic mailbox is located at a third party. The Supplier will not be obliged to send any confirmation of receipt with respect to any communication it has received. If the Supplier fails to confirm an offer of the Contracting Party on time, such will not be considered a rejection of that offer.

3. Conclusion of an Agreement

- 3.1** An Agreement between the parties will be concluded only at the time that a request relating to such from or on behalf of the Contracting Party is accepted in writing by the Supplier or at the time that the Supplier commences the implementation of the Agreement.
- 3.2** The Supplier may reject a request at all times and may do so if, for instance:
- the person acting for the Contracting Party is not authorised to represent that party;
 - the person acting for the Contracting Party does not meet the requirements set by the Supplier – including identification and providing the necessary information – for concluding an Agreement;
 - the Supplier has reasonable cause to doubt or has information relating to the poor creditworthiness or poor payment record of the Contracting Party or its directors vis-à-vis the Supplier or third parties. The Supplier will be entitled to request information regarding such from third parties (including the Preventel Foundation) and to register the Agreement at the Preventel Foundation; or
 - the Supplier has reasonable cause to doubt whether the Contracting party will purchase the Goods and/or Services in accordance with the Agreement and/or the normal use on which the applicable rates are based.
- 3.3** The Contracting Party will be responsible for, if it so desires, saving the Agreement, making it accessible for inspection at a later date and for printing it. The Supplier may issue a copy of the Agreement, if such is available, and will be entitled to charge reasonable costs for such.
- 3.4** The Contracting Party guarantees that it has provided all information required by the Supplier in connection with the Agreement, as well as all other information relevant for the implementation of the Agreement, and that this information is correct and complete. The Supplier will not be obliged to request further information from the Contracting Party regarding the intended use of the Goods and/or Services or the circumstances under which these Goods and/or Services will be used.
- 3.5** The Supplier will be entitled at all times to break off negotiations with the Contracting Party without stating the reasons and without being obliged to pay any compensation or to continue negotiations.
- 3.6** The person concluding the Agreement on behalf of the Contracting Party guarantees that he/she has provided a valid and personal identity card and that he/she is authorised to represent the Contracting Party in concluding this Agreement.
- 3.7** All offers and the associated Goods of the Supplier will be entirely free of obligation, also if a term is referred to in that offer. These offers and Goods will remain the property of the Supplier and/or its licensors and should be returned to the Supplier at its request. The Contracting Party will not be permitted to submit these offers or the associated items to third parties, and in particular competitors of the Supplier.
- 3.8** Promises, notifications and agreements from or with the Supplier that relate to obligations of the Supplier and which have been made by employees or representatives of the Supplier will bind the Supplier only if these have been confirmed in writing by the Supplier.

4. Duration and termination

- 4.1** Agreements and Subscriptions will be entered into for the minimum period stipulated in the Agreement, Subscription or in these General Terms and Conditions or, if no minimum period is stipulated, for the duration of one year. Following the expiry of this minimum period or this year, the Agreement and the Subscriptions will be extended for an indefinite period of time, unless stipulated otherwise in the Agreement.
- 4.2** Agreements and Subscriptions for a definite period of time and Agreements and Subscriptions that are extended or renewed one or more times for a definite period of time may

be terminated by either party only with a notice period of three months with effect from the end of the current period. Agreements and Subscriptions for an indefinite period of time may be terminated by either party only with observance of a notice period of three months.

- 4.3** Without prejudice to the provisions of Articles 4.1 and 4.2, an Agreement will not end until the minimum duration for all individual Subscriptions has expired.
- 4.4** The Agreement may be terminated by the Contracting Party only by means of a registered letter to the Supplier.

5. Performance of the Agreement

- 5.1** The Supplier will determine the way in which and by whom (including by third parties on a subcontract basis) the Agreement is performed and will inform the Contracting Party of such as far as possible, if requested. The Supplier will not be obliged to follow any instruction of the Contracting Party. If it has been agreed that the deliveries will be made in phases, the Supplier will be entitled to postpone deliveries belonging to a subsequent phase until the Contracting Party has approved deliveries from preceding phases in writing. The Supplier will be entitled to invoice every completed phase individually.
- 5.2** Any periods referred to in the Agreement (including delivery and performance times) are approximations and must never be considered deadlines. Exceeding a period will not result in the Supplier being in default. Any periods referred to in the Agreement (including delivery and performance times) are based, inter alia, on data submitted to the Supplier by the suppliers in question. If delays occur in the performance of the Agreement for whatever reason (including causes relating to the staff of the Supplier or its suppliers), the periods will be extended by the same number of days as the length of the delay. This will also apply if the delay is a result of circumstances that were already foreseeable at the time that the Agreement was concluded.
- 5.3** The Contracting Party will be responsible for installing, adjusting, updating and managing Goods required for the Services and for regulating the adjustments. If the Supplier is to perform installation work, this work will be limited to the direct connection- and/or configuration work agreed between the parties at the agreed location (which will not include structural adjustments, such as foundation work, creating openings and holes, repair work, brickwork, cable ducts, internal cabling, etc.).
- 5.4** If the Contracting Party requests the Supplier to change the performance of the Agreement, it will be obliged to do so in writing and in good time, failing which the risk for the changed performance will be borne by the Contracting Party. The Supplier will not be obliged to accept a request to change the performance of the Agreement. If the Supplier accepts such a request, the consequences of periods being exceeded will be borne by the Contracting Party.
- 5.5** If the Supplier incurs higher costs during the performance of the Agreement than was agreed in that Agreement, the Contracting Party will be obliged to reimburse these costs as additional work, if these costs are the result of:
- an additional assignment of the Contracting Party;
 - a change in the state of the art; or
 - data submitted to the Supplier by the Contracting Party that are not in accordance with reality.

6. Delivery of Goods

- 6.1** Goods will be delivered by the Supplier in the Netherlands to the delivery address provided by the Contracting Party, in which case the risk for the Good transfers to the Contracting Party at the time of arrival at the address in question or, if it has been agreed that the Contracting Party will sign a consignment note, at the time that the consignment note is signed. Delivery of Goods by the Supplier outside the Netherlands will be made ex works (INCOTERMS 2000).
- 6.2** If a delivery cannot be made at the agreed time due to circumstances on the part of the Contracting Party, the Supplier will be entitled to store the Goods and to charge the Contracting Party the storage costs and the extra transport costs.

7. Inspection, acceptance, repair/exchange of Goods and/or Services

- 7.1** Within seven Working Days of the receipt of the Good and/or Service, the Contracting Party will inspect such and if it believes that the Good and/or Service is defective, it will notify the Supplier of such and state that it cannot accept the Good and/or Service.
- 7.2** Goods and Services will be considered as accepted if the Contracting Party:
- has signed the Delivery Protocol or has indicated in some other way that the Goods and/or Services are finished or in working order;
 - has failed to state in detail and in writing within seven Working Days of the receipt of the Delivery Protocol or another delivery document (of, if no Delivery Protocol or another delivery document was submitted, the delivery of the Good and/or Service) that it is not accepting the Goods and/or Services; or
 - has used the Goods and/or Services. The Contracting Party may not refuse to accept Goods and/or Services because they have small defects (including defects

- that do not have any significant negative effects on the most important functionalities).
- 7.3** If the Contracting Party has refused to accept the Goods and/or Services in good time and in accordance with the conditions referred to above, the Supplier, if it has failed in the performance of its obligations, will:
- in the case of Services, have the defect repaired provided that the Service is not functioning in accordance with the documented specifications of that Service;
 - in the case of Goods, have the defect repaired or have the defective Good exchanged in return for a similar item, at the Supplier's discretion, provided that:
 - the relevant Good was made available to the Contracting Party by the Supplier;
 - this Good does not function in accordance with the documented specifications of the Good;
 - the Good is returned unused, complete and in the original packaging, with all corresponding documentation and with a receipt; and
 - the defect in the Good did not arise after the time of delivery or due to a cause attributable to the Contracting Party.
- 7.4** If the Contracting Party discovers that a Good is defective, the Supplier will assess, on the basis of the guarantees provided by that manufacturer to the Supplier, whether the manufacturer of that item will repair the defect or whether it will be exchanged for a similar Good. If such guarantees exist, the Supplier, at its own discretion and without additional costs for the Contracting Party, will repair or exchange the defective Good for a similar Good, or instruct others to do so, provided that:
- the relevant Good was made available to the Contracting Party by the Supplier;
 - this Good does not function in accordance with the documented specifications of the Good;
 - the defect is reported as soon as possible after discovery to the Supplier, but in any event within 12 (twelve) months of delivery; and
 - the Good is returned complete and in the original packaging, with all corresponding documentation and with a receipt;
 - in the event that the Good is Peripheral Equipment, the IMEI number of such Peripheral Equipment matches the IMEI number on the packaging; and
 - the defect in the Good cannot be attributed to the Contracting Party.
- 7.5** The Supplier will be entitled to charge assessment costs and will not be obliged to repair the defect in the Service and/or Good or to exchange the defective Good, or instruct others to do so, if the Supplier has obtained this Service and/or Good from a third party and it turns out that this third party is not obliged to make such a repair or exchange or, although it is obliged, it fails to fulfil this obligation.
- 7.6** Apart from the provisions of Article 7, no obligations regarding the functioning of the Goods and/or Services or any defects therein will rest with the Supplier.
- 7.7** The discovery of a defect in a delivered Good will not entitle the Contracting Party to suspend any of its obligations.
- 8. Obligations of the Contracting Party**
- 8.1** The Contracting Party guarantees at its own expense and risk that:
- it will report relevant data (including address information, change of name, the information on End-Users and technical data relating to, for instance, the Peripheral Equipment used) no later than fourteen days prior to the performance of the Agreement or, in the case of any changes to such, fourteen days prior to the change, in writing to the Supplier;
 - it will provide the Supplier with the opportunity to deliver the Goods and Services on Working Days, at easily accessible locations, and under conditions that meet statutory safety requirements and other regulations imposed by an Authority;
 - at the request of the Supplier, it will provide all reasonable assistance in order to deliver the Goods and/or Services and to be able to check and guarantee the proper operation of such (including by providing facilities and allowing access, in whatever form);
 - it will use the Goods and Services carefully and in a normal manner, as intended by the Supplier and third parties that have supplied these Goods and/or Services;
 - it will follow the Supplier's instructions in connection with nuisance or damage resulting from the use of the Goods and/or Services; and
 - it will comply with applicable legislation (including privacy legislation).
- 8.2** The Contracting Party guarantees that it will refrain from:
- using the Goods and/or Services for other than normal use, as intended by the Supplier and third parties, including obstructing or disturbing the performance of the Agreement, damaging the Supplier or third parties, acting contrary to applicable legislation (including violating legislation relating to privacy or import and export or committing criminal offences), infringing the intellectual property rights of third parties, misusing allocated access codes or issuing such to third parties, teasing, spamming or causing a nuisance in some other way, offending, causing hurt or annoyance, hacking, establishing or having others establish connections on a large scale to sales numbers (090x numbers) and/or services, the wrongful removal of an SIM lock, network lock or any other security, as well as every action as a result of which payments owing to the Supplier are improperly restricted;
 - using Goods and/or Services for the use of the Connection to the Network or networks of other providers of electronic communication services which do not meet the requirements imposed by an Authority or which the Supplier believes are unsuitable for connection to the Network. The Contracting Party will use only Peripheral Equipment belonging to the types of Peripheral Equipment with respect to which the Supplier has indicated – including on its website – that these types are permitted for the Services in question.
- 8.3** The Supplier will be entitled to instruct the Contracting Party and to take measures to prevent, restrict or end the above and the consequences thereof, including the removal of information and returning to the original condition. The Supplier will also be entitled to do so if it has a reasonable suspicion that the action in question took place, is taking place or will take place. The Contracting Party will be obliged to follow these and other reasonable instructions relating to the Service immediately, failing which the Contracting Party will be in default without any notice of such being required.
- 8.4** In the event of violation of this article, the Supplier will be entitled to charge the related additional costs, to deliver non-working Goods and/or Services and to charge the payments owed for those Goods and/or Services.
- 9. Access codes and SIM cards**
- 9.1** Access codes and SIM cards will remain the property of the Supplier at all times and the Supplier will be entitled to change access codes and SIM card settings (remotely). The risk with regard to the use of access codes and SIM cards lies solely with the Contracting Party. Access codes and SIM cards are purely personal and cannot be transferred.
- 9.2** The Contracting Party guarantees that it will:
- carefully protect access codes and the SIM card against loss, misuse, unauthorised use, theft and damage;
 - request the Supplier to block the access codes and SIM cards immediately if the access code or SIM card can no longer be used due to loss, theft or damage, or if the Contracting Party has a suspicion of misuse or unauthorised use of the access code or SIM card. The Supplier will immediately deactivate the SIM Card following such a request, unless the Supplier reasonably suspects abuse of this possibility to block the SIM Card; and
 - return the access code and the SIM cards to the Supplier following the termination of the Agreement or the Subscription in question or destroy such if the Supplier so requests upon Termination.
- 9.3** All costs of the use of the access codes, SIM Card, Connections and/or Services, be they authorised or unauthorised, will be at the full expense and risk of the Contracting Party until the time that the Supplier has been notified and blocking has been effected in the manner described in Article 9.2b.
- 9.4** If the Contracting Party has received Goods and/or Services which have been blocked by or on behalf of the Supplier (for instance a SIM Lock or a network lock), the Contracting Party will not be permitted to remove the blocking or to have such done by third parties without the explicit written permission of the Supplier. The Supplier may attach conditions to such permission (including the payment of a fee relating to the contribution made by the Supplier (possibly through a retailer) for this Good and/or Service).
- 10. Blocking and deactivating Connections and Services**
- 10.1** The Supplier will be entitled to block or deactivate one or more Connections or Services (wholly or in part and for a temporary or permanent period) in accordance with the provisions of Article 15.2 or if a request is made by or on behalf of the Contracting Party on the basis of Article 9.2b and the Supplier has no reason to refuse the request. During the period of blocking or deactivation, the Contracting Party will remain obliged to pay all fixed periodical and additional fees.
- 10.2** If the Supplier blocks or deactivates Connections or Services, it will:
- inform the Contracting Party in advance of a blocking or deactivation provided that this is reasonably possible;
 - remove the blocking and charge costs for removing the blocking, after fulfilment of all outstanding (payment-) obligations;
 - remove the blocking and initiate reactivation at the written request of the Contracting Party after the Contracting Party has fulfilled the obligations required by the Supplier and charge costs for removing the blocking.
- 11. Rates**
- 11.1** The rates for the Goods and Services will be payable to the Supplier in accordance with the Rates List applicable at that time, irrespective of whether the Goods and/or Services have been or will be supplied by third parties. The Rates List may be requested from the Supplier.
- 11.2** All rates are in euros and exclusive of VAT and other charges, taxes and duties imposed by an Authority.
- 11.3** The Supplier will be entitled to cancel discounts with immediate effect if the actual use of the Goods and/or Services is not in accordance with the Agreement, does not correspond to the normal or contractually agreed use on which the applicable rates are based or if that use deviates substantially from the use that may be reasonably expected. Promotional or other discounts will not apply to the Contracting Party, unless the parties have reached an explicit and written agreement in that respect.
- 11.4** The data held by the Supplier will be decisive in determining the payable amounts, unless the Contracting Party proves that such data is incorrect.
- 11.5** The Supplier reserves the right to make corrections regarding the rates for Goods and Services every calendar year based on the CBS Consumer Price Index of the preceding calendar year. The right to terminate the Agreement as mentioned in paragraph 6 of this article is not applicable on an increase of rates resulting from price index corrections.
- 11.6** The Supplier will be entitled to adjust its rates unilaterally (also if an Authority adopts a measure or adjusts the cost price) with due observance of a period that it has imposed. At least four weeks prior to such a change taking effect, the Supplier will inform the Contracting Party and, if applicable pursuant to statutory provisions, point out to the Contracting Party its right to terminate the Agreement (or the relevant part thereof) in writing effective from the date on which the change takes effect. The notice of termination must have been received by the Supplier before the change takes effect.
- 12. Payment**
- 12.1** All rates will be owed from the time that the Supplier incurs costs for the benefit of the Contracting Party in the context of the performance of the Agreement. Such may be deviated from in the Agreement.
- 12.2** The Supplier will be entitled to put invoices electronically (by e-mail/online) at the Contracting Party's disposal. If the Contracting Party requires invoices in writing the Supplier is entitled to charge costs for meeting this requirement.
- 12.3** Payment should be made within thirty days of the invoice date. If this payment period is exceeded, the Contracting Party will be in default without any further notice being required and the Supplier may charge the Contracting Party the statutory interest increased by two percentage points. All out-of-court collection and other costs (including the costs incurred for drawing up and sending demands, conducting settlement negotiations and other actions for preparing possible legal proceedings) as well as legal costs will be charged to the Contracting Party.
- 12.4** If the Contracting Party makes payments in a way that creates costs for the Supplier (for example by using credit card for payments) the Supplier has the right to charge the Contracting Party with extra costs.
- 12.5** The amounts payable for the use of a Content Service will be paid by the Contracting Party via its Subscription.
- 12.6** The Supplier will be entitled to send interim invoices and/or to demand immediate payment if it delivers in parts or if the use of the Service and/or the Good does not correspond with the normal use on which the rates were based.
- 12.7** Objections to amounts charged must be submitted to the Supplier in writing within thirty days of the invoice date. Following the expiry of this date, the Contracting Party will be considered to have approved of the level of the amount stated on the invoice. The Supplier and the third parties in question will be entitled to charge the costs of investigating objections to amounts charged (including administration costs) to the Contracting Party.
- 12.8** Fixed fees paid in advance for Services will not be refunded by the Supplier. The Supplier will not owe interest on an advance or down payment.
- 13. Security**
- 13.1** The Supplier will retain the ownership of all Goods it has delivered and grants or transfers rights under the suspensive condition that the Contracting Party has fulfilled all claims relating to the consideration for the Goods supplied or to be supplied or the Services supplied or to be supplied to the Contracting Party by the Supplier, as well as all claims resulting from failure in fulfilling the Agreement.
- 13.2** If the Contracting Party creates a new good from the Goods, this will be a good that the Supplier has had created for itself as the owner and the Contracting Party will keep this good for the Supplier until the Contracting Party has fulfilled all the Supplier's claims referred to in the previous paragraph.
- 13.3** The Contracting Party will be obliged to keep, use and insure the Goods supplied by the Supplier to the Contracting Party as the recognisable property of the Supplier.
- 13.4** So long as the ownership or rights of the Goods and/or Services have not been transferred to the Contracting Party, the Contracting Party may not pledge or encumber the Goods and Services or grant any other right relating to such to a third party. The Contracting Party will inform the Supplier immediately if third parties enforce rights on the Goods and/or Services or if they are intending to do so.
- 13.5** The Contracting Party authorises the Supplier, if the situation should arise, to create a right of disclosed or undisclosed pledge on behalf of the Contracting Party on delivered Goods and rights that have been transferred to the Contracting Party by means of payment and which are still held by the Contracting Party, as additional security for all claims vested in the Supplier pursuant to the Agreement.
- 13.6** The Supplier will be entitled at all times for reasons of its own (if, for instance, the use does not correspond to the normal use on which the applicable rates are based or if that use deviates substantially from the use that may be reasonably expected or if the payment history gives cause for such) to oblige the Contracting Party (at the Supplier's discretion and within a period to be determined by the Supplier) to provide security or additional security by means of an advance payment (of no more than the total amount that the Contracting Party would owe to the Supplier during a six-month period) or a down payment. At the time that no payment problems have occurred during a consecutive period of at least six months, the Contracting Party may submit a written request for the repayment of the advance payment. The Supplier will assess

this request and repay the advance payment if it believes that circumstances permit such.

14. Intellectual and industrial property rights and confidentiality

- 14.1 All intellectual and industrial property rights to Goods and/or Services developed or made available in accordance with or in respect of the Agreement (including designated or allocated names, addresses and codes, including account data, customer codes, user names, access codes, IP addresses, e-mail addresses and homepages) will rest exclusively with the Supplier, Affiliated Enterprises or their licensors. The Supplier will grant the Contracting Party only a non-exclusive, non-transferable, revocable right, not subject to sublicense, to use the Items and/or Services during the period of the Agreement, and only for the normal purpose intended by the Supplier.
- 14.2 The Contracting Party will not be permitted to remove or change any indication regarding intellectual or industrial ownership on or in the Goods and/or Services (including indications regarding the confidential character and non-disclosure).
- 14.3 The Supplier will be permitted to take technical measures to protect the Goods and/or Services. If the Supplier takes these technical measures, the Contracting Party will not be permitted to remove or avoid this security.
- 14.4 The Contracting Party is aware that the Goods and/or Services made available may contain confidential information and industrial secrets of the Supplier, an Affiliated Enterprise or their licensors. The Contracting Party undertakes to keep these Goods secret and to use them only for the purpose for which they have been made available.
- 14.5 If the Contracting Party develops software or is intending to do so and in connection with the interoperability (the capacity of software to exchange information with other components of other software via the Supplier's network services and to communicate by means of this information) of the software to be developed requires information to bring about this interoperability, the Contracting Party will submit a written and specified request to the Supplier for the information. The Supplier will inform the Contracting Party within a reasonable period whether it can obtain the required information and under what conditions, including financial conditions and conditions relating to any third parties to be engaged by the Contracting Party.
- 14.6 The Contracting Party guarantees that no rights of third parties oppose making hardware, software or materials intended for use or processing available to the Supplier. The Contracting Party will indemnify the Supplier against all claims based on the allegation that making available, using or processing, as referred to above, violates any right of third parties.
- 14.7 The Supplier will indemnify the Contracting Party against all claims based on the allegation that the Goods and/or Services developed by the Supplier violate an intellectual or industrial property right in the Netherlands, provided that:
- the Contracting Party informs the Supplier immediately of the existence and content of the claim;
 - the Contracting Party leaves dealing with the claim (including settlement) entirely to the Supplier;
 - the Contracting Party will assist the Supplier in defending itself against that claim, if necessary in the Contracting Party's name (including by issuing information and authorisations);
 - the claim is not related to hardware, software or materials made available to the Supplier by the Contracting Party for the purpose of use or processing; and
 - the claim is not related to changes to the Items developed by the Supplier by parties other than the Supplier.

15. Suspension, settlement and termination

- 15.1 Either party may dissolve the Agreement only if the other party is in breach in fulfilling one or more essential obligations and if the other party has received a notice of default detailed to best effect, in which it has been given a reasonable period for fulfilment and fulfilment within this period has not been forthcoming.
- 15.2 In any event, the Supplier may suspend (including by blocking or deactivating one or more Connections or Services (temporarily or permanently, wholly or in part)) its obligations under the Agreement with immediate effect and without any prior notice being required if:
- the Contracting Party no longer meets the applicable underlying conditions for the Service in question (including the underlying conditions in the up-to-date service description);
 - the actual use of the Goods and/or Services is not in accordance with the Agreement, does not correspond to the normal use or the use on which the applicable rates are based or if that use deviates substantially from the use that may be reasonable expected;
 - the Supplier has sent the Contracting Party a demand and following the expiry of the period referred to in the demand, the Contracting Party has failed to meet its payment obligation;
 - the Supplier has requested the Contracting Party to provide security or additional security and the Contracting Party has not issued the desired security within the period stipulated by the Supplier;
 - the Contracting Party causes nuisance and/or poses a risk to the health of the Supplier's employees and/or joint users of the Network or other telecommunication networks;
 - the Contracting Party damages the Goods, the Services, the Network or other telecommunication networks;
 - the Contracting Party fails to fulfil a guarantee or acts

contrary to what it guarantees;

- permits and any other type of permission for the construction, maintenance and operation of the Network expire or are withdrawn; or
 - circumstances occur, beyond the powers of the Supplier, which make the performance of the Agreement impossible or disproportionately problematic.
- 15.3 The Contracting Party will not be entitled to settlement or suspension.
- 15.4 Either party may dissolve the Agreement with immediate effect and without prior notice of default in the event of:
- an application for composition with creditors;
 - a suspension of payments;
 - bankruptcy;
 - liquidation; or
 - dissolution;
- on the part of the other party, unless the trustee in bankruptcy or administrator opts for continuation of the Agreement and sufficient security is immediately provided in accordance with Article 13 and the other party approves of the continuation.
16. **Obligations in the case of termination or premature termination of the Agreement and/or Subscriptions**
- 16.1 In the case of termination or premature termination of the Agreement, all corresponding or Supplementary Services delivered will terminate and all claims of the Supplier (including all amounts already invoiced) will be immediately payable in full. In so far as obligations have already been fulfilled, no obligations resulting from the termination of the Agreement will arise for the parties to reverse the performances already received by them, unless the Contracting Party proves that the Supplier is in default with regard to those performances.
- 16.2 In the case of the termination of the Agreement, the Contracting Party must, at the discretion of the Supplier, immediately return or destroy all Goods and/or Services made available to it of which the ownership rights have not been transferred to the Contracting Party.
- 16.3 In the case of the termination of the Agreement or Subscription before the minimum duration has expired, the Contracting Party will immediately owe the Supplier the following payments in full, unless the Agreement or the Subscription in question is ending because the Supplier is terminating the Agreement or the Subscription in question on the basis of Article 4.2 or the Contracting Party is dissolving the Agreement or the Subscription in question on the basis of Article 15.1 or 15.4:
- for the remaining term of the minimum period of the Agreement or the Subscription in question:
 - all fixed costs (including the costs for leased lines, microwave radio links and other infrastructure, in so far as applicable);
 - all periodic charges (including subscription payments);
 - a proportional part of:
 - the discounts granted to the Contracting Party – whether or not through a retailer – with respect to the Goods and/or Services supplied and reimbursements (including payments – whether or not by means of credit entries – and free deliveries of Goods and/or Services by the Supplier);
 - penalties and buy-out sums that the Supplier should pay to third parties in connection with agreements that the Supplier entered into prior to or during the Agreement or the Subscription in question.
- 16.4 Except under the circumstances referred to in these General Terms and Conditions, it will not be possible to terminate or cancel an Agreement or Subscription prematurely.
17. **Limitation of liability**
- 17.1 The Supplier will only be liable for direct damage of the Contracting Party caused by an attributable failure or a wrongful act on the part of the Supplier to no more than the amounts referred to below, in which context an event will also be understood to mean a chain of related events. The maximum cumulative liability of all types of damage referred to below will be EUR 3,000,000 per year, and the total liability of the Supplier per year will therefore be limited to that amount. Direct damage will be understood to mean only the damage resulting from:
- death or bodily injury, to an amount of no more than one million (1,000,000) euros per event;
 - damage to material items of the Contracting Party, to an amount of no more than five hundred thousand (500,000) euros per event;
 - a violation of intellectual property rights of the Contracting Party, to an amount of no more than five hundred thousand (500,000) euros per event;
 - an action contrary to Articles 373c to 373e, inclusive, of the Dutch Penal Code [Wetboek van Strafrecht] by the Supplier, one of its employees or any other person acting for or on behalf of the Supplier, to an amount of no more than one million (1,000,000) euros per event;
 - having to arrange emergency facilities, provided that these emergency facilities could not have been delivered by the Supplier on time, to an amount of no more than one million (1,000,000) euros per event;
 - the wrongful processing of Personal Data of the Contracting Party or an End-User, to a maximum amount of two thousand five hundred (2,500) euros per injured party and to a maximum amount of one million (1,000,000) euros per event;
 - administrative errors other than those referred to in f., including the – temporary or permanent – disconnection of

the Contracting Party's Connection by the Supplier without any demonstrable reason, to a maximum amount of one thousand (1,000) euros per Connection and to a maximum amount of five hundred thousand (500,000) euros per event.

- 17.2 The Supplier will not be responsible for the following circumstances and not liable for any consequential damage or for any damage other than the direct damage as defined in the previous paragraph of this article:
- indirect damage, consequential loss, trading loss, loss due to business interruption, loss of profit, missed savings, reduced goodwill, immaterial damage, damage resulting from the claims of purchasers of the Contracting Party and End-Users, mutilation or loss of data, as well as damage relating to the use of items, materials, software or suppliers prescribed by the Contracting Party;
 - the partial or non-functioning of leased lines, microwave radio links and other infrastructure leased for the benefit of the Contracting Party;
 - failures in the service provision of third parties (including providers of telecommunication networks or services and information, Content or SMS services);
 - the non-functioning of Telecommunication Services as a result of temporary or other physical restrictions, required maintenance or force majeure;
 - change of a Number;
 - the use – authorised or otherwise – of access codes and SIM cards;
 - the processing of Personal Data by a third party;
 - the use of Content Services;
 - the use of internet or any other means of communication (including damage resulting from misunderstandings, mutilations, delays or poor communication with regard to orders or messages), because, inter alia, there are risks associated with the use (including risks that come about because the confidentiality of sent or received messages and information cannot be guaranteed);
 - hardware and software used by the Contracting Party and not supplied to the Contracting Party by the Supplier in accordance with an Agreement;
 - the exceeding of periods (including supply and performance times);
 - the storage of Goods in accordance with Article 6.2;
 - the suspension of obligations, the blocking and deactivation of Connections and Services; and
 - the termination of the Agreement.
- 17.3 If more than one claim arises for the Contracting Party as a consequence of the same circumstance and the total amount of the claims exceeds the maximum compensation provided in this article, the claims will be granted and paid in proportion to their size.
- 17.4 The Contracting Party should give written notice of any damage that has arisen as soon as possible, though no later than within six weeks of the date of discovery of the damage or the date on which the damage could reasonably have been discovered. The Supplier will not be obliged to pay compensation for any damage that was not reported in writing within this term.
- 17.5 All limitations and exclusions of liability:
- will apply to all damage related directly or indirectly to the Agreement (including damage related to the conclusion or performance of the Agreement or the use of a Service and/or Item);
 - will also apply to violations of major obligations, guarantees and indemnifications;
 - will apply irrespective of the legal ground on which the liability is based;
 - will not apply if the damage has been caused by an intentional act or omission or wilful recklessness on the part of the Supplier or its management.
18. **Third Parties**
- 18.1 Only the Contracting Party may invoke rights ensuing from an Agreement vis-à-vis the Supplier. The actions and omissions of an End-User will be attributed to the Contracting Party. The Contracting Party guarantees that it has obtained permission from all End-Users for entering into, performing and terminating the Agreement. An End-User cannot derive any rights from an Agreement. The Contracting Party will bear the risk and indemnify the Supplier against and compensate it for all claims of End-Users (including in connection with privacy legislation).
- 18.2 The Contracting Party will require the prior written permission of the Supplier for acquiring or instructing others to acquire, assigning, transferring, encumbering, making available (including by means of rental) or performing (including by means of subcontracting) the Agreement, the rights ensuing from the Agreement and/or the obligation ensuing from the Agreement. However, the Contracting Party will be entitled to make the Goods and/or Services available to End-Users.
- 18.3 In so far as necessary, the Contracting Party hereby grants the Supplier permission to have the rights ensuing from the Agreement and/or the obligations ensuing from the Agreement:
- acquired by, assigned to and/or encumbered to the benefit of an affiliated enterprise of the Supplier; and
 - exercised by a third party (including by means of subcontracting).
- 18.4 The Supplier stipulates all means of defence that are related directly or indirectly to the Agreement (including liability exclusions and restrictions, as well as indemnifications) also for the benefit of (hereafter referred to jointly as "the Beneficiaries"):
- its Affiliated Enterprises;

- b. third parties and their affiliated enterprises:
- i. whose services the Supplier uses as part of its business dealings or during the performance of the Agreement (including suppliers and subcontractors); or
 - ii. for which the Supplier is otherwise qualitatively liable (of would be if the Supplier had not excluded or limited its liability for actions or failures of these third parties)
- all this as if these Beneficiaries were party to the Agreement (the 'Himalaya clause' below).
- 18.5** The Contracting Party guarantees that it will conclude forthwith a written clause with third parties (including End-Users) to which it supplies/makes available/performs Goods and/or Services (and in every case of supplying, making available/performing) which will offer the Supplier and Beneficiaries just as much protection as the Himalaya clause.
- 18.6** The Contracting Party will bear the risk and indemnify the Supplier against and compensate it for all claims of third parties that are related directly or indirectly to:
- a. the wrongful use or a use of the Goods and/or Services (including the Connection and SIM card) in a manner other than in accordance with this Agreement;
 - b. the use of Content Services;
 - c. a violation of the Dutch Personal Data Protection Act [Wet Bescherming Persoonsgegevens];
 - d. a violation of the statutory retention periods;
 - e. items, services, suppliers and/or subcontractors prescribed by the Contracting Party to the Supplier and/or which must be obtained from a prescribed contractor;
 - f. acts or failures of suppliers, subcontractors, staff or agents of the Contracting Party; and
 - g. failures of the Contracting Party in fulfilling obligations resulting directly or indirectly from the Agreement.
- 19. Privacy**
- 19.1** The Supplier has reported the processing of Personal Data and Traffic Data to the Dutch Data Protection Board [College Bescherming Persoonsgegevens, or CBP]. The Supplier will process Personal Data and Traffic Data of the Contracting Party and/or its contacts and the End-Users within the framework of the applicable laws and regulations on privacy protection, particularly the Dutch Telecommunications Act [Telecommunicatiewet] and the most recent Personal Data Protection Act, in the manner and for the purposes described in more detail in the most recent version of the Privacy Statement (see Supplier's website). The Privacy Statement may be obtained free of charge from the Supplier.
- 19.2** The Supplier processes Personal Data, including Traffic Data for the following purposes: invoicing, managing the accounts receivable, payments for inter-connections and special access, handling of complaints and dispute settlement, traffic management, provision of information to the Contracting Party on its own Traffic Data, provision of information to the helpdesk and the prevention, investigation and combat of fraud and irregularities. Personal Data may also be processed for purposes of market surveys and sales activities (including sending information) relating to the Services and other services offered by the Supplier, Affiliated Enterprises and/or services of third parties – including businesses belonging to the Vodafone group – relating to the Services.
- 19.3** Some Services require the use of Location Data. Except for purposes of drawing up invoices, Location Data relating to the Contracting Party or its End-Users will be processed only by the Supplier and made available to only third parties if the Contracting Party (in so far as necessary also on behalf of its End-Users) has agreed to such processing, for instance by purchasing a Service directly related to the processing of Location Data.
- 19.4** If an investigation conducted by the Supplier leads the Supplier to suspect that the Contracting Party or its End-Users directed annoying or malicious communications to a subscriber of the Supplier or another operator, the Supplier will be permitted to provide the relevant subscriber with the Contracting Party's Number as well as the Contracting Party's name and address further to a request to that effect. The Supplier will inform the Contracting Party of any provision of such data and possibly also of the fact that an investigation is to be conducted.
- 19.5** If the Contracting Party purchases a service from a third party for which that third party requires Personal Data, the Supplier will not be responsible and/or liable for any damage arising as a result of the processing of Personal Data by this third party.
- 19.6** The Supplier may provide third parties with Personal Data of the Contracting Party and its directors in order to assess creditworthiness.
- 19.7** The Contracting Party and End-User will be entitled to inspect, correct and object to Personal Data relating to them that has been processed. The Supplier may charge the Contracting Party for such inspection, the implementation of changes or the handling of objections, up to the statutory maximum amount.
- 19.8** The Contracting Party and/or End-User may address any complaints to processing of Personal Data and requests for inspection and corrections as well as any objections to the Supplier.
- 19.9** The Contracting Party is aware that in the context of the sale of products and services, the Supplier may contact the Contracting Party using the contact data for electronic messages in the possession of the Supplier. If the Contracting Party does not wish to be contacted in this manner, it may communicate this to: Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht.
- 19.10** The Contracting Party will inform its End-Users in advance of the processing of data as described in this article.
- 20. Miscellaneous**
- 20.1** If any provision of these General Terms and Conditions proves to be null and void or is nullified, the parties will enter into negotiations on the replacing provision, which must correspond with the purpose of the null and void or nullified provision as far as possible.
- 20.2** During the period of the Agreement and for twelve months following the termination of the Agreement, the parties will not be permitted to conclude an employment agreement or another agreement with employees of the other party or with employees made available by the other party or to have these employees work in some other way for the other party, unless prior permission has been obtained.
- 21. Applicable law and disputes**
- 21.1** All legal relationships between the Supplier and the Contracting Party will be governed by Dutch law, with the exception of the Vienna Sales Convention [Weens Koopverdrag].
- 21.2** The Contracting Party must always submit complaints or disputes in the first instance in writing to Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht, stating the Number of the Connection and a specification of the Agreement.
- 21.3** The Supplier will provide a detailed written response to a complaint within thirty days. If this term is not met, the Supplier will inform the Contracting Party within which term it will respond as yet to the complaint. No later than within six months of receipt of the substantive response, or within six months of the expiry of the term within which a response should have been made pursuant to provisions of the previous paragraph, the Contracting Party may submit the dispute to the competent court in Amsterdam, the Netherlands, unless the parties agree upon another form of dispute settlement.
- 22. Use of Telecommunication Services**
- 22.1** The Supplier will strive to offer the Contracting Party uninterrupted use of the Connection/Connections within the Netherlands.
- 22.2** Partly in view of the nature and use of the Telecommunication Services, the Supplier cannot guarantee that the Telecommunication Service will always be available and/or uninterrupted, as this depends on third parties and variable physical factors.
- 22.3** The Supplier will be entitled to impose reasonable limits on the Contracting Party with respect to the use of the Telecommunication Service, including transmission speeds and the amount of data traffic.
- 22.4** The Supplier will be entitled at all times to perform maintenance on the Network without the cooperation of the Contracting Party.
- 23. SIM card**
- 23.1** The Supplier will make one or more security codes available (such as the PIN and PUK codes) for the Contracting Party's SIM card.
- 23.2** The costs of unblocking and/or of the issue of a new SIM Card will be payable by the Contracting Party. During the period that the SIM Card is blocked, the Contracting Party will remain obliged to pay all fixed periodical costs and additional fees.
- 24. Another provider/network of third parties**
- 24.1** If the Contracting Party (for instance outside the Netherlands) uses its Connection temporarily or partially to purchase Mobile Telecommunication Services or Content Services from or through a third party or the network of another provider of electronic communication services or other services,
- a. the Supplier will not be responsible or liable for such services and content; and
 - b. the Contracting Party will owe the Supplier all associated special costs and surcharges. This will also include the costs of acceptance or automatic putting through of a call while the Contracting Party or End-User is outside the range of the Network.
- 25. Number and number retention**
- 25.1** The Supplier will provide the Contracting Party with one or more Numbers for the use of each Connection of a Mobile Telecommunication Service.
- 25.2** With regard to number retention:
- a. if it is already using one or more Numbers, the Contracting Party may submit a request to the Supplier for retention of those numbers exclusively upon entering into an Agreement;
 - b. in the fulfilment of a request for number retention, the Contracting Party will follow the instructions issued by the Supplier; and
 - c. at the commencement or end of an Agreement, the Contracting Party will, in principle, not be entitled to claim one or more specified numbers, other than by means of invoking number retention.
- 25.3** With regard to number retention:
- a. the Supplier will grant the request if and as soon as the former Agreement with a provider of mobile telecommunication services can be terminated and this provider cooperates in the retention of the numbers;
 - b. the Supplier may charge a non-recurring payment for fulfilling the request for number retention;
 - c. the Supplier may change a Number in the event of changes in a national number system or number assignment by an Authority, changes in a Service or the Network, or in other cases reasonably necessitating a number change; and
 - d. the Supplier will implement a number change for the first time only three months after the change was announced,
- unless an earlier change is necessary in view of the relevant circumstances.
- 26. Maintenance**
- 26.1** The Supplier will be obliged to perform maintenance work only if the Good and/or Service does not function in accordance with the agreed specifications, and if the defect was reported immediately in detail to the Supplier after it occurred and the defect can be reproduced. Maintenance will not include the repair or recovery of mutilated or lost data.
- 26.2** Following receipt of the report, the Supplier will make every effort to repair the defect at a time to be determined by the Supplier. The Supplier will be entitled to introduce temporary solutions (including workarounds or restrictions to avoid the problem) until the time of final repair.
- 26.3** The maintenance will be performed by the Supplier on Working Days. The Supplier will perform the work relating to the agreed Services at the office of the Supplier. If the Supplier believes that the defect cannot be repaired remotely, the work will be carried out at the Contracting Party's premises.
- 26.4** For the purpose of maintenance, upkeep or measurements, the Supplier will be entitled to deactivate one or more Goods and/or Services temporarily.
- 26.5** If it should turn out that the defect has not been caused by a failure on the part of the Supplier (including defects that have arisen due to use errors or improper use or changes to the Goods and/or Services by third parties), the Supplier will be entitled to recover the costs of pinpointing and/or repairing the defect from the Contracting Party.
- 26.6** If the Supplier makes a new model or new version of the Good and/or Service available to the Contracting Party, the Contracting Party will be obliged to make an extra payment to be determined by the Supplier if the new model or new version of the Good and/or Service offers new possibilities and/or functions. Three months following the provision of the new model or new version of the Good and/or Service, the Supplier will no longer be obliged to perform maintenance work relating to the Good and/or Services that the new model and/or new version was intended to replace.
- 26.7** If the Contracting Party fails to conclude a maintenance agreement with the Supplier at the same time as the conclusion of the Agreement on the basis of which the Good and/or Services is provided, the Supplier will not be obliged to conclude a maintenance agreement as yet at a later stage.

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