

General Terms and Conditions

Consumer Market Vodafone Libertel N.V.



Article 1 Definitions

In these General Terms and Conditions, the following capitalised terms must be understood in the meanings below, in which respect use of the singular below entails the plural and vice versa:

- 1 Connection: the connection to the Vodafone Network offered by Vodafone to the Contracting Party.
- 2 Supplementary Service: all services provided by Vodafone in connection with or supplementary to a Mobile Telecommunications Service.
- 3 Subscription: each Agreement with Vodafone providing for a certain Connection and its use, the payable amounts relating to which are charged periodically.
- 4 General Terms and Conditions: these General Terms and Conditions for the Consumer Market.
- 5 Consumer: a natural person not acting in the context of a profession or business.
- 6 Content: digital or other information, such as text, data, or moving, stationary or graphical images, sound recordings and information of any other form, such as games, advertising messages and similar services.
- 7 Content Service: the Supplementary Service provided by Vodafone or a service provided by a third party consisting of making Content available, in whatever form.
- 8 Contracting Party: the party that has concluded an Agreement with Vodafone.
- 9 Data Service: a Mobile Telecommunications Service intended for sending, receiving and delivering data traffic.
- 10 Service: every Mobile Telecommunications Service or Supplementary Service provided by Vodafone.
- 11 End-User: a natural person who makes use of the Vodafone Network and/or the Services.
- 12 Location Data: all Personal Data other than Traffic Data pertaining to the location within the Vodafone Network or any other network where the End-User is suspected to be.
- 13 Mobile Telecommunications Service: all use of a Connection and/or the Vodafone Network on the basis of a Subscription or Vodafone Prepaid.
- 14 Number: digits, letters or other symbols or combinations thereof, intended to access or identify Connections, Contracting Parties and End-Users, Services, Peripheral Equipment or other network elements.
- 15 OPTA: the Dutch Independent Post and Telecommunications Authority.
- 16 Agreement: all agreements on the basis of which Vodafone establishes one or more Connections, or supplies Goods and/or Services.
- 17 Personal Data: all data relating to an identified or identifiable natural person.
- 18 Prepaid Balance: a prepaid amount for Vodafone Prepaid which gives the right to the corresponding use of available Services.
- 19 Peripheral Equipment: the mobile radio transmission and/or reception device which establishes the connection with the Vodafone Network, whether or not in combination with a SIM Card or another technical means.
- 20 SIM Card: the chip which, in combination with a Connection and Peripheral Equipment, enables the use of the Vodafone Network.
- 21 Rates List: an overview of rates and other costs with respect to the Services.
- 22 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.
- 23 Vodafone: Vodafone Libertel N.V., a public limited liability company, having its registered office at Avenue Ceramique 300 in (6221 KX) Maastricht, the Netherlands, Chamber of Commerce number 14052264 and VAT number NL.800755133801.
- 24 Vodafone website: the website www.vodafone.nl, or another website indicated by Vodafone.
- 25 Vodafone Network: the entirety of the technical components in the Netherlands used by Vodafone for the provision of Services.
- 26 Vodafone Prepaid: every Agreement with Vodafone for (the use of) a specific Connection, whereby prior to use a Prepaid Balance is purchased and whereby the amounts owing are paid by being charged to the Prepaid Balance.
- 27 Goods: the movable goods such as Peripheral Equipment, hands-free car kits, specific software packages and other accessories supplied by Vodafone or a third party in connection with the Services.

Article 2 General provisions

- 1 These General Terms and Conditions will apply to all offers and to all Agreements connected with Mobile Telecommunications Services and Supplementary Services of Vodafone. The provision of Goods and corresponding services will not be governed by these General Terms and Conditions but by separate terms and conditions.
- 2 These General Terms and Conditions will apply to all offers made by Vodafone and to all Agreements as well as the supply and use of Services. These General Terms and Conditions will replace any other general terms and conditions that were declared applicable upon the conclusion of any earlier Agreements.
- 3 All Offers of Vodafone, in whatever form, will be entirely free of

obligation, unless explicitly stated otherwise.

- 4 All Agreements and all disputes will be exclusively governed by Dutch law.
- 5 In the event that the Contracting Party (for instance outside the Netherlands) temporarily or partially uses its Connection to purchase electronic communication services or content/Content Services from or through a third party or the network of another provider of electronic communication services or other services, Vodafone will not be responsible or liable for such services or content.
- 6 Only the Contracting Party may invoke rights ensuing from an Agreement vis-à-vis Vodafone, provided it has furnished Vodafone with its name and address.
- 7 Vodafone will be entitled to transfer – in whole or in part – the rights and obligations ensuing from the Agreement to another legal entity within the Vodafone Group. In that event, Vodafone will remain jointly and severally liable for the performance of the transferred obligations under said Agreement.

Article 3 Conclusion of the Agreement, electronically or otherwise

- 1 An Agreement providing for a Subscription will be deemed to have been concluded after an application to that effect submitted by or on behalf of Contracting Party has been accepted by Vodafone. An application will only be deemed to have been accepted if Vodafone has provided written confirmation thereof or has actually established the Connection.
- 2 A Vodafone Prepaid Agreement will be deemed to have been concluded pursuant to the Contracting Party's receipt of the SIM Card, whether or not as part of a package, and the SIM Card has been connected to the Vodafone Network for the first time.
- 3 Agreements pertaining to Supplementary Services will be deemed to be concluded upon Vodafone's receipt of an application for or order of the relevant Supplementary Service.
- 4 All relevant information on Vodafone and on the Services to be purchased as well as the applicable General Terms and Conditions can be found on the Vodafone Website, as well as in other Service descriptions published by Vodafone. The Contracting Party will be responsible for storing and printing, at its own discretion, the General Terms and Conditions and the Agreement, and for the accessibility of the stored version. Vodafone will not be obliged to keep an archived Agreement accessible for the Contracting Party.
- 5 All communication between Vodafone and the Contracting Party may be transmitted electronically except to the extent that provisions to the contrary have been laid down in these General Terms and Conditions and/or the Agreement. The version of the relevant communication stored by Vodafone will serve as evidence of same communication, unless evidence to the contrary is provided by the Contracting Party.
- 6 Electronic communications will be deemed to have been received on the day of dispatch, unless the contrary is proven by the recipient. In the event that a communication has not been received as a consequence of delivery and/or accessibility problems with respect to the Contracting Party's electronic mail server, this will be at the Contracting Party's risk, also in the event that the electronic mail server is located at a third party.
- 7 Vodafone will not be liable for any misunderstandings, distortions, delays or non-arrival with respect to orders and notifications as a consequence of use of internet or any other electronic means of communication in the dealings between Vodafone and the Contracting Party.
- 8 If an Agreement has been concluded by means of remote communication technology (e.g., the Vodafone Website or telephone) which does not relate to a Content Service and the Contracting Party is a Consumer, the Contracting Party will be entitled, without stating its reasons, to dissolve the Agreement within seven working days of the Agreement's conclusion. In order to dissolve the Agreement, the Contracting Party must give notice thereof to Vodafone, Customer Services department, at telephone number 1200, within the stipulated term, or give notice of the dissolution within seven working days via the Vodafone Website, www.vodafone.nl.
- 9 The right to dissolution referred to in Article 3.8 will not exist if the Contracting Party or any of its End-Users have actually made use of the Connection within seven working days of the Agreement's conclusion.
- 10 The Contracting Party guarantees that it has provided all information required by Vodafone in connection with the Agreement and that same information is correct and complete and that it has provided valid and personal proof of identity which represents the Contracting Party.
- 11 Vodafone may at all times reject an application and may do so in, inter alia, the following events:
 - if Vodafone has reasonable cause to doubt the Contracting Party's creditworthiness or payment record or has information on the Contracting Party's poor creditworthiness or poor payment record vis-à-vis Vodafone or third parties. Vodafone may obtain information from third parties in this respect, such as the Dutch Central Credit Registration Office [Stichting Bureau Krediet Registratie];
 - if the applicant is included in a file like that of Stichting Preventiel;
 - if the applicant is legally incompetent; or
 - if the applicant does not meet the requirements set by Vodafone – including the provision of proof of identity and the required information – for concluding an Agreement.

Vodafone will explain any rejection of an application further to a written request from the applicant submitted to Vodafone, Credit Assessment department, Postbus 1500, NL-6201 BM Maastricht.

Article 4 Subscriptions

- 1 Each Subscription will be concluded by the Contracting Party for the minimum duration corresponding to the relevant type of Subscription, subject to a minimum duration of twelve months. After the Subscription's minimum duration has elapsed, same Subscription will be extended for an indefinite period of time.
- 2 After the minimum duration has elapsed, the Agreement may be terminated by either party, with due observance of a notice period of at least three months.
- 3 The Contracting Party may only terminate an Agreement by means of a registered or other letter to Vodafone, Customer Services department, Postbus 1500, NL-6201 BM Maastricht.
- 4 Either party may at all times dissolve an Agreement with retention of the right to damages if the other party has failed to perform one or more of the agreed obligations and is in default.
- 5 Either party may terminate the Agreement with immediate effect in the event that the other party is declared bankrupt, is granted a suspension of payments, provisional or otherwise, or applies for statutory composition, unless the trustee in bankruptcy or administrator opts for continuation of the Agreement and adequate security is immediately provided in accordance with Article 12. In the event of termination of an Agreement on the basis of this Article prior to the expiry of the minimum term, all fixed costs relating to the remaining period of such minimum term will be fully payable by the Contracting Party forthwith.

Article 5 Vodafone Prepaid

- 1 Vodafone Prepaid will be concluded for an indefinite term, provided the Contracting Party maintains a Prepaid Balance. The term of validity of a Prepaid Balance may vary, depending on the nature and the amount of the Prepaid Balance.
- 2 After the end of the validity term, the Contracting Party will have 90 days to top up its Prepaid Balance. During this period, Vodafone Prepaid can still be used on a limited basis, for instance for calling the 112 emergency service and the Vodafone Prepaid Info line at 1200. If the Contracting Party does not top up its Prepaid Balance during this period of 90 days, Vodafone may terminate Vodafone Prepaid without further notice.
- 3 If Vodafone terminates Vodafone Prepaid with the Contracting Party on the basis of this Article 5, the Connection will be decommissioned and the related Number and any remaining Prepaid Balance will be cancelled automatically. In that event, the Contracting Party will not be able to claim any form of restitution or compensation. Vodafone will not be obliged to give the Contracting Party or the Contracting Party's End-Users any advance notice that they are within the period described in Article 5.2.
- 4 The Prepaid Balance will also be cancelled without a right to restitution upon termination of Vodafone Prepaid by the Contracting Party.
- 5 Furthermore, Vodafone Prepaid will end and any remaining Prepaid Balance will lapse as soon as the Number has been transferred to another provider at the Contracting Party's request.

Article 6 Commissioning the Connection, quality and maintenance

- 1 After or upon the Agreement's conclusion, Vodafone will, in principle, strive to make the Connection operational and/or provide the Service/Services agreed upon within 24 hours, though in any event as soon as possible.
- 2 Vodafone will strive to offer the Contracting Party uninterrupted use of the Connection within the area covered by the Vodafone Network. The quality of the Vodafone Network will be inspected by independent agencies from time to time. Further information on the quality may be found on the Vodafone Website.
- 3 It is a scientific fact that, with respect to electronic communication services such as Mobile Telecommunications Services, the possibility of establishing and maintaining a connection and the quality of such a connection will not be the same or sufficient in all places at all times. Vodafone will make every effort to set up the Vodafone Network in such a manner that the Services are affected as little as possible by limitations and interruptions.
- 4 The Contracting Party and its End-User acknowledge that Services may be affected negatively and may be – temporarily or permanently – unavailable due to physical factors (such as buildings, tunnels, mountains, etc.), atmospheric circumstances, adjustments or maintenance activities with respect to the Vodafone network or the network of another provider of electronic communication services, interruptions in the inter-connection or other causes. Vodafone will make every effort to limit such circumstances to the extent possible, within the boundaries of reasonableness.
- 5 In the event that the Contracting Party, also in view of the provisions of Articles 6.3 and 6.4 above, cannot make use of the Connection or cannot do so uninterrupted at any time, this will not result in any right to a reduction in the rates for the Services or to any right to restitution of payments made.
- 6 Vodafone will maintain the Vodafone Network on a continuous basis and will strive to make the Vodafone Network function at a

high-quality level. In the event that the Contracting Party has any complaints or remarks regarding the operation of the Vodafone Network, the Contracting Party may communicate same to Vodafone, Customer Services department, at telephone number 1200. Complaints and remarks received will, where reasonably possible, be included in the regular maintenance activities.

Article 7 Supplementary Services

- 1 A Supplementary Service may only be purchased if the Contracting Party possesses the requisite Vodafone Prepaid Connection or the requisite type of Subscription for the relevant Supplementary Service.
- 2 If a Supplementary Service is purchased in combination with a Subscription, the minimum term of the Agreement relating to the Supplementary Service will be equal to the period as from the conclusion of the Agreement providing for the Supplementary Service until the time that the minimum term of the relevant Subscription has expired.
- 3 At the end of the minimum term, the Agreement providing for the Supplementary Service may be terminated by either party, subject to a notice period of at least three months. Articles 4.3, 4.4 and 4.5 apply to such termination.
- 4 Termination or dissolution of an Agreement providing for a Supplementary Service will not affect the relevant Subscription or Vodafone Prepaid. Termination or dissolution of a Subscription or Vodafone Prepaid will entail the automatic termination of the Agreements providing for the Supplementary Services corresponding to the relevant Connection.

Article 8 Content Services

- 1 The access to, the use of and/or the purchase of Content by the Contracting Party or the End-User on the basis of a Content Service will not result in any intellectual property rights related to the Content being transferred to the Contracting Party or the End-User.
- 2 The Contracting Party or the End-User will only acquire a limited right of use with respect to the Content, and knows and accepts that supplementary licence terms may apply to same right of use, possibly of third parties.
- 3 The Contracting Party shall indemnify Vodafone and shall compensate Vodafone for any consequences of infringements by the Contracting Party or the End-User of intellectual property rights vested in Vodafone or in third parties resulting from use of Content in violation of these Terms and Conditions or the Agreement.
- 4 The Contracting Party acknowledges that Vodafone is not responsible and does not bear any liability for any Content made available by third parties, or for Content Services provided by third parties. The Contracting Party furthermore acknowledges that the amounts payable for the use of a Content Service will be paid by the Contracting Party through its Subscription or the Prepaid Balance that is part of Vodafone Prepaid.
- 5 Unless the Agreement or any supplementary terms and conditions explicitly provide the contrary, the Contracting Party and its End-Users will not be permitted:
 - a. to remove the trademarks, logos or other information or materials from the Content, to modify same or to copy, disclose or publish same or to make same available to third parties in any other manner without the entitled party's permission, or to copy the Content or any part thereof or to store same on a carrier without the entitled party's permission, or to infringe intellectual property rights in any other manner; or
 - b. to change or remove any markings pertaining to the manufacturer, the rights, the entitled party, the origin or the confidential nature or any other references to Vodafone present in the Content.

Article 9 Rates

- 1 The rates for the Services provided will be payable to Vodafone in accordance with the Rates List applicable at that time. Dutch VAT and other government levies will be charged with respect to the payable rates, unless stated otherwise.
- 2 The up-to-date Rates List will be published by Vodafone, inter alia on the Vodafone Website, and may also be requested by telephone at 0800 - 0560, or through the Vodafone Customer Services Information Number 1200, through the Vodafone Customer Services department, Postbus 1500, NL-6201 BM Maastricht, as well as at the Vodafone points of sale.
- 3 Vodafone will be entitled to change the rates unilaterally. If so required pursuant to statutory provisions, Vodafone will, prior to such changes taking effect, inform the Contracting Party thereof and point out to the Contracting Party its right to terminate the Agreement (or the relevant part thereof) effective from the date on which the changes are to take effect. The notice of termination must have been received by Vodafone before the change taking effect. In the event of termination, the parties will not owe each other any payment or compensation other than the outstanding payment obligations at that time.
- 4 In the event that a network of another provider of electronic communication services is used, be it temporarily or permanently, which will primarily be the case outside the Netherlands, then the Contracting Party will owe Vodafone all corresponding special and other costs and surcharges. This will also include the costs of acceptance or automatic forwarding of a call while the Contracting Party or End-User is outside the range of the Vodafone Network.
- 5 The data held by Vodafone will be decisive in determining the payable amounts, unless the Contracting Party proves that such data is incorrect.

Article 10 Payment

- 1 All rates will be payable effective from the time of the Agreement's conclusion.

- 2 The Contracting Party will grant Vodafone a direct debit mandate with respect to every Subscription and guarantees that Vodafone will be able to effect the direct debit.
- 3 If the Contracting Party's payment history gives cause for such a measure, the Contracting Party shall pay, further to a request to that effect by Vodafone, the amounts owing in the manner indicated by Vodafone. In that event, the Contracting Party may be charged the relevant – periodic or other – costs for, e.g., giro collection forms.
- 4 If rates are not paid prior to the provision of a Service, Vodafone will, in principle, charge the Contracting Party the outstanding costs every month by means of an invoice. In the event that, in Vodafone's opinion, special circumstances occur, for instance with respect to the use of the Connection, be it temporary or permanent, legitimate or illegitimate, Vodafone may send interim invoices and/or require payment, either immediately or within a stated period of time.
- 5 Payment must always be effected within fourteen days of the invoice date. The time at which Vodafone receives the payment will be considered the time of payment.
- 6 Objections against amounts charged must be lodged in writing with Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht, within fourteen days of the invoice date. Vodafone will not invoke any exceeding of this term if the objections could not reasonably have been known within the said term. The submission of a complaint will not suspend the payment obligation for Services provided. Set-off of unduly paid amounts or a suspension of payment will only be possible with Vodafone's explicit written permission.
- 7 In all cases in which complaints of the Contracting Party against an invoice pertain to amounts charged by Vodafone through its invoice on behalf of a third party for services and/or goods provided by that third party, the questions regarding and complaints against these amounts must be exclusively submitted to the relevant third party. The submission of such complaints will not suspend the Contracting Party's payment obligation.
- 8 Vodafone may charge the Contracting Party the administration and other costs of investigations relating to objections to an invoice, if the Contracting Party has repeatedly wrongly presented objections against invoices and nevertheless maintains the said objections.
- 9 In addition to the amounts owing, Vodafone may charge the Contracting Party additional administration and other costs, subject to a maximum of EUR 25 including VAT per event, in the event that a direct debit mandate is withdrawn, or in the event that the bank balance proves insufficient upon exercising the direct debit mandate, or the bank reverses a payment that has been debited in any other way.

Article 11 Late payment

- 1 In the event that Vodafone has not received the payable amounts within the period of time stated in Article 10.5, the Contracting Party will be in breach of contract without any notice of default being required. From that time on, Vodafone may charge the Contracting Party the statutory interest. In the event that the debt needs to be collected by a debt-collection agency or other proceedings are required to obtain payment of the amount due, all related costs (in accordance with the usual bailiff's rate) will be borne by the Contracting Party. The extrajudicial costs will amount to at least 15% of the outstanding amount, subject to a minimum of EUR 35.
- 2 Vodafone may temporarily suspend its provision of Services or permanently decommission the Connection and dissolve the Agreement after it has sent the Contracting Party a demand letter and the Contracting Party has also failed to perform its payment obligation or another instruction within the term stated in same demand letter.

Article 12 Provision of security

- 1 Vodafone may at all times, for reasons of its own in view of facts and circumstances known to it, including – temporary or permanent – above-average use of the Connection by the Contracting Party or the End-User, request advance payment or provision of security or additional security in the form of an advance payment or security deposit within the period of time stated by it.
- 2 The amount of the advance payment or security referred to in Article 12.1 will not exceed the total amount reasonably payable by the Contracting Party to Vodafone during six months.
- 3 In the event that no payment problems have occurred during a consecutive period of six months, the Contracting Party may reclaim any security deposit issued by it pursuant to a written request to that effect, addressed to Vodafone, Credit Administration department, Postbus 1500, NL-6201 BM Maastricht.

Article 13 SIM Card

- 1 Vodafone will provide the Contracting Party with one SIM Card per Connection once only, unless agreed otherwise, as well as with the corresponding security codes (such as the PIN and PUK codes).
- 2 The SIM Card will remain Vodafone's property at all times.
- 3 The Contracting Party will be obliged to carefully protect the SIM Card and any access codes provided against loss, abuse/unauthorised use, theft and damage. In order to prevent unauthorised use, Vodafone recommends that the Contracting Party keep the access codes secret to the extent possible, store same separately and use same wisely.
- 4 In the event that the SIM Card has been lost, stolen or damaged, or in the event that the Contracting Party or the End-User suspects abuse/unauthorised use of the SIM Card or of an access code, then the Contracting Party must immediately request Vodafone to block the SIM Card and/or the access code at telephone number 06 -54500100. Vodafone will immediately decommission the SIM Card following such a request, unless Vodafone reasonably suspects abuse of this possibility to block the SIM card.
- 5 All cost of authorised and unauthorised use of the SIM Card, the Connection and/or the Services will be fully at the Contracting Party's

expense and risk up to the time that Vodafone has been notified and the SIM Card is blocked in the manner described in Article 13.4.

- 6 The costs of unblocking and of the issue of a new SIM card will be payable by the Contracting Party.
- 7 In the event that the Contracting Party or End-User has received Peripheral Equipment on which a SIM Lock has been placed by or on behalf of Vodafone, then the Contracting Party will not be permitted to remove the SIM Lock or to have such removed by third parties without Vodafone's explicit written permission. Vodafone may attach conditions to such permission, including the payment of a fee relating to the contribution made by Vodafone (possibly through the Contracting Party's dealer) for same Peripheral Equipment.
- 8 Vodafone will be entitled to change the SIM Card settings, possibly by means of remote control.
- 9 The Contracting Party must return the SIM Card to Vodafone after termination of the Subscription, or destroy same following a written instruction from Vodafone to that effect.

Article 14 Number and number portability

- 1 Vodafone will provide the Contracting Party with one or more Numbers for the use of the Connection.
- 2 In the event that the Contracting Party is already using one or more Numbers, it may file a request with Vodafone to keep those Numbers only upon concluding the Agreement. Vodafone will grant the request in the event that and as soon as the old agreement with another provider of mobile communication services can be terminated and same provider cooperates in the portability of the relevant Numbers.
- 3 In the fulfilment of a request for number portability, the Contracting Party shall follow the instructions issued by Vodafone. Vodafone may charge a non-recurring payment for fulfilling the request for number portability.
- 4 At the commencement or end of an Agreement, the Contracting Party will, in principle, not be entitled to claim one or more specified Numbers, except if it invokes number portability.
- 5 Vodafone may change a Number in the event of changes in a national number system or number assignment by OPTA, as well as in the event of changes in a Service or the Vodafone Network, or in other cases reasonably necessitating a number change.
- 6 Vodafone will not implement a number change before two months have passed after the change was announced, unless an earlier change is necessary in view of the relevant circumstances. Vodafone will not be liable for any damage ensuing from a change of one or more Numbers.

Article 15 Decommissioning the Connection

- 1 Vodafone may block or decommission the Connection or the supply of one or more Services, temporarily or permanently, in whole or in part, in the event that:
 - a. a request is made pursuant to Article 13.4 by or on behalf of the Contracting Party and Vodafone, based on its knowledge of the circumstances, does not have any cause to deny the request;
 - b. the Contracting Party or the End-User fails to perform an obligation ensuing from the General Terms and Conditions or any other Agreement with Vodafone;
 - c. Vodafone discovers above-average use of the Connection during a certain period, which use results in correspondingly high costs, and the Contracting Party does not immediately – at Vodafone's request – pay the relevant amount or provide security as referred to in Article 10 and/or Article 12 above. Vodafone shall inform the Contracting Party of any blocking or decommissioning in advance, provided that this is reasonably possible.Vodafone will only resume the provision of services further to a written request to that effect from the Contracting Party after the Contracting Party has fully performed the outstanding obligations within a term set by Vodafone. Vodafone may charge the Contracting Party reconnection costs for recommissioning the Connection.
- 2 During the period of – temporary or other – decommissioning of the Connection, the Contracting Party will remain obliged to pay the fixed periodical fees and surcharges for the duration of the Agreement.

Article 16 Personal Data and Traffic Data

- 1 Vodafone has reported the processing of Personal Data and Traffic Data at the Dutch Data Protection Board [College Bescherming Persoonsgegevens, or CBP]. Vodafone will process the Contracting Party's and the End-User's Personal Data and Traffic Data within the framework of the applicable laws and regulations on privacy protection, particularly the Dutch Telecommunications Act [Telecommunicatiewet] and the Dutch Personal Data Protection Act [Wet bescherming persoonsgegevens], in the manner and for the purposes described in more detail in the most recent version of the Privacy Statement (see www.vodafone.nl). The Privacy Statement is also available free of charge at Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht.
- 2 Vodafone will process Personal Data, including Traffic Data, for purposes of invoicing, management of 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 emergency services, and for purposes of prevention, investigation and combat of fraud and irregularities. Personal Data, excluding Traffic Data, may also be processed for purposes of market surveys and sales activities pertaining to the Services and other services offered by Vodafone and/or services of third parties related to the Services.
- 3 Some Services require the use of Location Data. Except for purposes of drawing up invoices, Location Data pertaining to the Contracting Party or its End-Users will only be processed by Vodafone, and will only

be made available to third parties in the event that the Contracting Party has agreed to such processing (to the extent necessary also on behalf of its End-Users), for instance by purchasing a Service directly related to the processing of Location Data.

4 In the event that an investigation conducted by Vodafone leads Vodafone to suspect that the Contracting Party or its End-Users have directed bothersome or malicious communications to a subscriber of Vodafone or of another operator, Vodafone will be permitted to provide the relevant subscriber with the Contracting Party's Number as well as the Contracting Party's name, address and place of residence further to a request to that effect submitted by the relevant subscriber. Vodafone shall inform the Contracting Party of any such provision of information and possibly also of the fact that an investigation is to be conducted.

5 In the event that the Contracting Party purchases a service from a third party for which that third party requires the Personal Data, Vodafone will not be responsible and/or liable for any damage arising as a result of the processing of Personal Data by same third party.

6 Vodafone will register every Agreement with the Dutch Central Credit Registration Office in Tiel, the Netherlands. The Central Credit Registration Office shall process this data in the central credit information system in order to prevent and limit over-crediting of credit users and limiting credit risks for creditors, and as a contribution to the prevention of problematic debt situations. The data may only be furnished to the party involved and to the institutions that are members of the Central Credit Registration Office for the aforementioned purposes. Vodafone has taken on the obligation to report payment arrears of more than 60 days to the Central Credit Registration Office regarding payments to be effected by a Contracting Party. In addition, Vodafone may furnish the Contracting Party's Personal Data to third parties for purposes of conducting a creditworthiness assessment if the Contracting Party does not perform its payment or other obligations.

7 Vodafone may set up a database with Personal Data of Contracting Parties who have not performed their payment or other obligations and whose Connections have been decommissioned in accordance with Article 11. This database is intended for use by Vodafone and other providers of public electronic communication services in the context of acceptance of applications for electronic communication services. The Contracting Party may request information from or lodge an objection against the way in which it has been entered in the database with: Stichting Preventel, Postbus 744, NL-7400 AS Deventer.

8 The Contracting Party and the End-User will be entitled to inspect, correct or object to the manner in which their Personal Data has been processed. Vodafone may charge the Contracting Party for such inspection, the implementation of changes or the handling of objections, subject to the statutory maximum amount.

9 The Contracting Party and/or the End-User may address any complaints to processing of Personal Data and requests for inspection and corrections as well as any objections, to Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht.

10 The Contracting Party shall inform its End-Users in advance of the processing of data as described in this Article 16.

Article 17 Obligations of Contracting Party and End-User

1 The Contracting Party guarantees the normal use of the Connection/Connections and the SIM Card, and furthermore guarantees that the Services provided by Vodafone and third parties will be used in the manner intended by Vodafone and such providers, in accordance with standards of reasonableness. The Contracting Party will be liable for all damage that may arise from wrongful use of the Services, the SIM Card, Goods or the Connection.

2 The Contracting Party will refrain from using and will not enable others, including End-Users, to use the Connection or Services in another manner or in another pattern of use or for another purpose than those intended by Vodafone with respect to the Services offered by it, in whatever way. This includes 'bullying', 'spamming' and other forms of bothersome, insulting, hurtful or annoying behaviour, establishing connections with sales numbers (090x numbers) and/or sales services on a large scale, committing criminal offences and the wrongful removal of the SIM Lock.

3 The Contracting Party will refrain from using goods for establishing the Connection to the Vodafone Network or to networks of other providers of electronic communication services which are not in accordance with statutory requirements. The Contracting Party will exclusively use Peripheral Equipment belonging to the types of Peripheral Equipment with respect to which Vodafone has indicated, whether or not on the Vodafone Website, that same types are permitted in conjunction with the relevant Services.

4 In the event that Vodafone gives the Contracting Party or the End-User directions in connection with any nuisance or damage suffered due to the use of the Connection or the Goods used in that respect, then the Contracting Party must follow such instructions or ensure that the End-User follows same, as the case may be. Any damage incurred by the Contracting Party as a consequence of such an instruction will be borne by the Contracting Party itself.

5 The Contracting Party may not transfer its rights and/or obligations that ensue from this Agreement to a third party without Vodafone's written permission.

6 The Contracting Party shall indemnify Vodafone against all claims for compensation of damage that may be instituted by third parties (including End-Users) in any manner on the basis of violation of the obligations ensuing from an Agreement.

7 The Contracting Party shall report any changes in address information and other Personal Data, including in data of End-Users, no later than fourteen days before the change in question takes effect, to Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht. All consequences ensuing from the late communication of changes (such as a change of address) will be entirely at the

Contracting Party's expense and risk.

8 The Contracting Party guarantees that its End-Users will observe the provisions laid down in this Article 17.

Article 18 Liability

1 Vodafone will not be liable for any damage ensuing from the conclusion or the performance of any Agreement or the use of a Service, unless provisions to the contrary have been laid down in this Article 18.

2 Vodafone will only be liable for direct damage incurred by the Contracting Party – which explicitly does not include non-financial damage and/or consequential damage or trading losses, such as loss of profits – that has arisen pursuant to a failure attributable to Vodafone or a wrongful act or omission on Vodafone's part under the following circumstances and – for each event or series of related events – subject to the following maximum amounts:

a. damage as a consequence of death or bodily injury, subject to a maximum amount of one million (1,000,000) euros per event;

b. damage as a consequence of damage to goods belonging to the Contracting Party, subject to a maximum amount of four hundred and fifty thousand (450,000) euros per event and a maximum of two million (2,000,000) euros per annum;

c. damage as a consequence of a violation of Sections 374, 374bis and 375 of the Dutch Criminal Code [Wetboek van Strafrecht] by Vodafone or by one of its employees or any other person acting for or on behalf of Vodafone, subject to a maximum amount of one million (1,000,000) euros per event;

d. damage as a consequence of wrongful processing of Personal Data of the Contracting Party or of an End-User, subject to a maximum amount of two thousand five hundred (2,500) euros per injured party and subject to a maximum amount of one million (1,000,000) euros per event;

e. damage as a consequence of administrative errors other than those referred to in d., including the – temporary or permanent – decommissioning of the Contracting Party's Connection by Vodafone without any demonstrable reason, subject to a maximum amount of one thousand (1,000) euros per Connection and subject to a maximum amount of two hundred thousand (200,000) euros per event;

3 Failures of whatever form in the provision of services by third parties, such as providers of telecommunication networks or services, including information, content and SMS services, will not be attributable to Vodafone.

4 Vodafone excludes any liability for damage other than the forms of damage referred to in Article 18.2.

5 The Contracting Party and/or the End-User must notify Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht, of any damage that has arisen as soon as possible, though no later than within four weeks of the date of discovery of the damage or the date on which the damage should reasonably have been discovered. Vodafone need not compensate the Contracting Party for any damage that was not reported in writing within the said term, unless the Contracting Party can make a plausible case that it would have been unreasonable to demand a timely and/or written response.

6 Vodafone will not invoke the limitation or exclusion of liability as laid down in Articles 18.2 to 18.5 in the event that the damage was caused by an intentional act or omission or deliberate recklessness on Vodafone's part or that of its management, or in the event that the limitation of liability is in contravention of the law.

Article 19 Complaints and disputes

1 The Contracting Party must always submit complaints or disputes in the first instance to Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht, stating the Number of the Connection.

2 Vodafone will respond to the substance of a complaint in writing within thirty days. In the event that this term is exceeded, Vodafone will inform the Contracting Party within which term it will respond to the substance of the complaint as yet.

3 Only Consumers may bring a dispute before the Disputes Committee for the Telecommunications Industry [Geschillencommissie Telecommunicatie], Postbus 90600, NL-2509 LP, The Hague. The Disputes Committee for the Telecommunications Industry sets the condition that the complaint must first have been presented to Vodafone in writing in accordance with the provisions of Article 19.1.

4 The complainant may submit the dispute to the Telecommunications Dispute Committee within 30 days of receipt of Vodafone's substantive response, or within 30 days of the expiry of the term within which a response should have been received pursuant to the provisions of Article 19.2.

5 Vodafone may opt to bring a dispute regarding the performance of the Agreement by a Consumer before the Disputes Committee for the Telecommunications Industry. In that event, the Contracting Party must state in writing whether it agrees to such within five weeks, and state that it will meet the requirements which the Disputes Committee sets with respect to the Contracting Party for the handling of the complaint. If the Contracting Party does not agree to dispute resolution by the Disputes Committee or does not meet the requirements set for the dispute resolution, the dispute will be submitted to the ordinary courts.

6 The Disputes Committee will render its decision with due observance of the provisions of its regulations, a copy of which may be obtained from the Committee. The decisions of the Disputes Committee will be in the form of a binding opinion. If the Contracting Party brings a dispute before the Disputes Committee, it will owe a fee for the handling of said dispute.

7 The Contracting Party may also submit a dispute to the competent civil court. Vodafone is bound by this choice.

8 Without prejudice to the above, the Contracting Party may also present disputes to the OPTA in writing in those cases provided by law.

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