

General Conditions for Consumers

Vodafone Libertel B.V.

Article 1 - General

1. These conditions apply to the agreement you conclude with Vodafone. 'Agreement' refers to your prepaid agreement or to your subscription. Some provisions in these conditions apply only to prepaid and some only to subscriptions. In addition, other or supplementary conditions may apply (e.g. for mobile telephones, tablets, headsets and other accessories or specific bloxs/services). You can find all Vodafone conditions at vodafone.nl/voorwaarden.
2. All Vodafone offers are free of obligation. Vodafone may therefore revise its offer up to the time that you accept it, and may also revise its offer immediately after you have accepted it.
3. Vodafone may amend the agreement unilaterally. Vodafone will inform you prior to an amendment. If you have the right in that case to terminate the agreement, Vodafone will inform you of such and you may terminate the agreement before the amendment takes effect.
4. You are the only person entitled to use the agreement. If someone else nevertheless uses the agreement, you will remain responsible.

Article 2 - Conclusion of agreements, communication and administration

1. An agreement is concluded if a) you request such and Vodafone confirms this request in writing or electronically, or b) the agreement is implemented.
2. If Vodafone rejects your request, it is not required to state the reasons.
3. If you and Vodafone communicate electronically (e.g. via a website, e-mail or text message) and there are disruptions or delays, Vodafone will not be responsible.
4. The Vodafone administration provides full proof of the agreement, what happens during the agreement, your telephone use and the applicable rates, with written information from Vodafone being considered equivalent to verbal information. You are free to provide contrary evidence.

Article 3 - The subscription

1. A subscription is entered into for a minimum term, e.g. 12 or 24 months, after which the subscription is automatically extended for an indefinite period of time. During the minimum term, you may terminate the subscription with effect from the end of the minimum term, with a notice period of one month. After the minimum term, you may terminate at any time you wish, with a notice period of one month. You may terminate by means of a letter to Vodafone, afdeling Annuleringen, postbus 1500, 6201 BM, Maastricht. You may always terminate in the same way that you concluded the agreement, so if you concluded an agreement by telephone, you may also terminate it by telephone. Vodafone may terminate a subscription under the same conditions and in the same way as you.
2. If a subscription ends, all claims that Vodafone has against you (e.g. any bills you still have to pay) will be immediately due and payable. If Vodafone terminates a subscription, e.g. because you do not pay your bills on time, you will have to pay the remaining subscription amounts to Vodafone. This will not prejudice other rights of Vodafone. If, for instance, Vodafone has suffered more damage, Vodafone may hold you liable for that damage.
3. Vodafone may terminate the subscription immediately if you have requested debt management or a suspension of payments or if you have been granted such, or if you apply for bankruptcy or if you have been declared bankrupt or if you fail to fulfil your obligation or obligations arising from your agreement.

Article 4 - Prepaid

1. In principle, the prepaid agreement is concluded for an indefinite period of time. Your call credit is valid for a limited period and expires after a certain time. If your call credit has been used up or if it has expired, you can use your prepaid agreement only to a limited extent (e.g. calling 112). You may purchase new call credit within a certain period. You can then use up the expired call credit. If the period for purchasing new call credit has expired, the prepaid agreement will terminate. For the validity term and periods of your call credit, go to vodafone.nl.
2. If you transfer to another telecom supplier and you wish to take your number with you, the agreement will also terminate.
3. If the prepaid agreement ends, any call credit will also be cancelled and you can no longer purchase any new call credit. Vodafone may then give your number to someone else, unless you have transferred to another telecom supplier and have taken your number with you.

Article 5 - Responsibilities of Vodafone

1. Vodafone will supply the agreed products and/or services as soon as possible after the agreement has been concluded. Vodafone aims to do so within two working days. This period may deviate if Vodafone indicates such in advance.
2. Vodafone would like you to use its services without any disruptions, but it cannot guarantee that the quality is always the same at every location. Network quality depends on many factors. For example: in a tunnel the connection quality may be less or the connection may even be broken and the number of users per transmission mast is also important (see vodafone.nl/dekking). Breakdowns may also occur. Vodafone tries to prevent breakdowns, but it cannot rule them out altogether.
3. Vodafone will not be responsible for products or services of others being used by callers (e.g. telephoning when abroad or using apps). If something is wrong with such a product or service, Vodafone will not have failed and you will not be entitled to compensation from Vodafone.
4. You can use your Vodafone connection to call alarm numbers such as 112. If you call 112, Vodafone will be obliged to indicate your location.

Article 6 - Supplementary services

1. Before you use a supplementary service, you must check to see whether your equipment and/or your agreement is suitable and whether supplementary service conditions apply. If your agreement ends, all supplementary services will also end automatically as of that date.
2. Supplementary services are supplied for the duration of your subscription. If, for instance, you have a 12-month subscription and you purchase a supplementary service after 7 months, you must use that supplementary service for at least 5 months because your subscription also continues to run for at least five months.
3. If you have a prepaid agreement and you purchase supplementary services, the provisions and/or notice periods in the supplementary service conditions will apply.
4. Some supplementary services have a shorter duration than your subscription or your prepaid agreement or you may be able to terminate prematurely. If that is the case, this will be stated in the supplementary service conditions.

Article 7 - Content services

1. If you purchase a content service, including a premium text message service (e.g. an app, game of chance, ring tone or information message), supplementary conditions may apply, see also vodafone.nl. If you purchase a content service from another party, Vodafone will not be responsible for the content of that service. The intellectual property rights (including the copyright) to the content services do not belong to you. That is why you may not, for instance, change, copy or forward the content of these services.
2. At your request, Vodafone will block the possibility to purchase the content service free of charge. You can also do so yourself via smsdienstenfilter.nl.
3. If you do not agree with the amounts that you must pay for content services of third parties, you may submit a complaint about this to Vodafone, see vodafone.nl/smsklacht. You must submit this complaint within two months of the invoice date or the date on which the costs were deducted from your prepaid call credit. If you do not pay the bill which includes the costs for the content service, Vodafone may suspend or terminate the supply of your service, unless you have submitted a complaint within two months. In that case, Vodafone will investigate your complaint and will initiate termination or suspension only if Vodafone rejects the complaint.

Article 8 - Rates

1. You will owe a fee for the products and services you acquire from Vodafone. You will also owe Vodafone a fee for products and services of third parties charged to you by Vodafone, such as content services. You will find the various rates in the rate overview at vodafone.nl/tarieven, in the Vodafone shop and at customer service.
2. Vodafone may adjust the rates annually on 1 October based on the consumer price index of Statistics Netherlands. If Vodafone does so within three months of the conclusion of your agreement with Vodafone, you may terminate the agreement free of charge.
3. Vodafone may adjust the rates unilaterally at any time. Vodafone will inform you prior to an adjustment. If you have the right in that case to terminate the agreement, Vodafone will inform you of such and you may terminate the agreement before the adjustments take effect.

Article 9 - Payment, non-timely payment and security

1. When you take out a subscription, you authorise Vodafone to make a direct debit collection. You may not withdraw the authorisation during the period of the agreement without the written permission of Vodafone. If you withdraw the direct debit authorisation or if the amount owed cannot be collected (because, for instance, your bank balance is insufficient), Vodafone may charge you administration costs.
2. It is also possible to pay in some other way. Costs may be charged for such. See vodafone.nl for more information. Vodafone must first approve this method of payment in writing.
3. If you do not meet a payment obligation or if Vodafone believes there is another reason (if you, for instance, make more than average use of products and services), Vodafone may request premature or even immediate payment, impose other conditions on future payments or demand supplementary security (requesting, for instance, a deposit).
4. If you have taken out a subscription, Vodafone will, in principle, charge the costs on a monthly basis by means of an invoice. It may be that not all costs incurred are stated on the invoice. If, for instance, you have used your subscription abroad, the costs may be invoiced at a later date. You can consult your account online. You may obtain a paper invoice in return for payment.
5. Every invoice must be paid within the period stated or within 14 days of receipt. If the payment has not been received by Vodafone within that period, Vodafone may charge interest. If Vodafone has to start collection proceedings because you fail to pay, Vodafone may request a reasonable payment for such. In that case, Vodafone will transfer your personal details to a collection agency.
6. If you do not agree with your invoice, you must report this as soon as possible to Vodafone, afdeling Special Services, postbus 1500, 6201 BM, Maastricht. If you submit a complaint, you must pay on time any outstanding invoices to which the complaint does not relate. If you submit a complaint several times without a legal basis, Vodafone may charge you for the costs involved.
7. If Vodafone has accidentally invoiced an amount that is too low, you may receive an extra invoice. If Vodafone has invoiced an amount that is too high, the excessive amount will be settled or repaid.
8. Vodafone will deduct the costs for services of third parties from your account or prepaid credit, even if you purchase those services from that third party. That party may agree with Vodafone that Vodafone collects the payments.
9. If you do not pay the invoice from Vodafone, Vodafone may issue your personal details to third parties, such as Stichting Preventel.

Article 10 – SIM card and security

1. Vodafone will send you a once-only SIM card and possibly other means of access, such as a password for your voice mail. The SIM card will remain Vodafone's property. You will be obliged to treat these items with care. Should you no longer possess the SIM card or any other means of access (because, for instance, of loss or theft), you must block them as soon as possible via vodafone.nl or customer service. You must also block the SIM card or any other means of access if you suspect that they are being or could be misused. All costs associated with the use of the SIM card or any other means of access up until the time that they are blocked, will be borne by you.
2. Should you require a new SIM card or any other means of access, you may request them from Vodafone. Costs may be charged for such (and for any removal of a block). These costs are stated at vodafone.nl.
3. Vodafone may adjust the settings of the SIM card or any other means of access, remotely.
4. The SIM card has a standard PIN code of 0000. Other services often have standard security codes too. We advise you to change these standard codes as soon as possible to avoid misuse. Make a note of your new codes and ensure that others cannot use them.
5. If you have received equipment from Vodafone that has a SIM or any other type of lock or security, you may not remove or instruct others to remove that lock or security without the permission of Vodafone.
6. Vodafone monitors the network 24 hours a day and can therefore indicate risks or attacks at an early stage and take prompt action. The entire network is also scanned on a long-term basis for viruses, malware and hackings. The management and security of sensitive data at Vodafone is based on the internationally recognised security standard ISO 27001. Vodafone has these security processes checked on a regular basis by an independent party. Vodafone also participates actively in various consultation bodies focusing on improving digital security.

Article 11 - Number and number retention

1. When you enter into a new agreement with Vodafone, you may retain your old number. However, you must be able to terminate your agreement with your current telecom provider. Vodafone is dependent on the cooperation of the other telecom provider. If your number cannot be retained because the other telecom provider will not cooperate, Vodafone will not be responsible. You must indicate that you wish to retain your old number at least 10 days before Vodafone begins its service provision.
2. You will not be entitled to a specific number unless you have requested number retention.
3. If you use a geographical number, it is possible to retain this number only if you live in that geographical area. Vodafone may check whether that is the case. If you relocate, you must therefore report this to Vodafone in good time.
4. Vodafone will be entitled to change your number if necessary (if, for instance, regulator OPTA imposes such a change). If your number is going to be changed, you will be informed of this at least two months in advance. Vodafone will not be responsible for such a number change.

Article 12 - Vodafone's right to suspend performance

1. Vodafone may shut down the services immediately if this is legally possible. This may be the case in, for instance, the following situations: (a) your SIM card is blocked, (b) you fail to meet your obligations (if, for instance, you fail to pay your invoice in full or fail to comply with these General Conditions), or (c) Vodafone establishes that you are making above-average use of the services, or (d) you fail to pay costs prematurely at the request of Vodafone or fail to provide security for those costs.
2. In the period that the services have been shut down by Vodafone, you will be obliged to pay your subscription and other costs.

Article 13 - Privacy

1. Vodafone processes your personal, call and Internet details subject to the applicable laws and regulations, in particular the Dutch Telecommunications Act [Telecommunicatiewet] and the Personal Data Protection Act [Wet bescherming persoonsgegevens]. Vodafone does so in the manner and for the purposes described in the most recent version of the privacy statement (see vodafone.nl/privacy).
2. If you purchase a service (such as a software application) from a third party, for the purpose of which this third party processes your personal data, Vodafone will not be liable for damage resulting from the processing of your personal data by this third party.

Article 14 - Your other obligations

1. You may use our products and services only for the purpose for which they have been issued. You may not send unsolicited bulk e-mails, annoy others or cause a nuisance. If certain rules, service conditions or, for instance, a fair use policy apply to the services, you will have to observe these rules, conditions or policy. In the event of misuse, we may terminate the agreement with immediate effect.
2. You may use the services, together with the corresponding price plans, only with the equipment that we have indicated as being suitable for that purpose.
3. If you receive a warning in connection with the nuisance caused by you or misuse, you will have to comply with the instructions we have issued in this respect.
4. If your details change (such as your bank account number), you must report this to us within 14 days. If you relocate, you must report this at least 14 days prior to your relocation. You can report changes via vodafone.nl. If you do not report changes within 14 days, the consequences will be for your account.
5. You may not transfer the agreement and the corresponding rights and obligations to a third party without the written permission of Vodafone.
6. If you fail in complying with the agreement (by, for instance, sending unsolicited bulk e-mails), you will indemnify and compensate Vodafone for any related claims of third parties.

Article 15 - Liability

1. Vodafone will not be liable for indirect damage and consequential loss, including loss of turnover and profit. For direct damage, or if the exclusion for indirect damage and consequential loss does not hold, Vodafone will be liable for up to EUR 1,000,000 for all events as a whole. In the case of force majeure, such as a disruption that cannot be attributed to Vodafone, Vodafone will not be liable.
2. This article will always apply, irrespective of the legal grounds on which liability is based, in the case of violation of the main obligations. This article will not apply in the case of an intentional act or omission or wilful recklessness on the part of Vodafone or its management.
3. Vodafone may transfer its business operations to another party. If Vodafone does so, you can call only that other party to account from that time on. If Vodafone transfers only part of its business operations, you can continue to call both Vodafone and that other party to account.

Article 16 - Remote purchasing

1. If you concluded the agreement with Vodafone via the website or by telephone (or by means of another technology for remote communication), you may dissolve the agreement within seven working days of its conclusion without stating the reasons. If an article is delivered to you, the seven days will commence on the date of receipt. You may report this dissolution by telephone to the customer service department or via vodafone.nl. If you have already received products from Vodafone, you must return them as soon as possible. Please note: this dissolution right will not apply if Vodafone is delivering the service within seven working days with your permission.

Article 17 - Complaints

1. You can report any complaints to Vodafone within two months. Contact customer service or send a letter to Vodafone, afdeling Special Services, postbus 1500, 6201 BM, Maastricht. Always state your telephone number when submitting a complaint.
2. Vodafone will do its best to respond to your complaint within 30 days. If Vodafone is unable to respond within 30 days, Vodafone will let you know, also if Vodafone expects to be able to respond in detail to your complaint.
3. If you do not agree with Vodafone's response, you will be entitled to submit the complaint within 30 days to the Telecommunications Disputes Committee [Geschillencommissie Telecommunicatie] (postbus 90600, 2509 LP, The Hague). Please note: you cannot submit your complaint to the Disputes Committee until you have reported it to Vodafone, otherwise the Disputes Committee will not deal with your complaint. If you do not receive a timely response from Vodafone, you may submit your complaint to the Disputes Committee within 30 days of the date on which Vodafone should have responded. If you prefer to submit your complaint to a court instead of the Disputes Committee, that is of course possible.
4. The Disputes Committee will deal with your complaint on the basis of its rules, which you may request from the Disputes Committee. You will also owe a fee for submitting your complaint to the Disputes Committee.
5. Vodafone may submit a dispute to the Disputes Committee only with your permission. If you do not approve, Vodafone may submit the dispute to a court.
6. Both you and Vodafone also have the possibility to submit the complaint to the e-court Foundation [Stichting e-court] (e-court.nl). In that case, the complaint will be submitted for arbitration, which arbitration will be effected on the basis of the arbitration rules of Stichting E-court, which can be found at www.e-court.nl/juridisch/reglement/. It is also possible to submit the complaint to a court. If Vodafone submits a complaint to Stichting e-court, but you prefer to take the matter to court, you must give notification within 30 days.

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