

# General Terms and Conditions

## Corporate Market Vodafone Libertel N.V.



This document contains Vodafone's General Terms and Conditions for the supply by Vodafone Libertel N.V. of Goods and/or Services to corporate clients (hereafter referred to as the 'General Terms and Conditions').

These General Terms and Conditions will apply to all Offers from Vodafone Libertel N.V. and to all Agreements as well as the supply and use of Services and/or Goods. Information on the Services and Goods may be found at [www.vodafone.nl](http://www.vodafone.nl). These General Terms and Conditions will replace any General Terms and Conditions that were declared applicable upon the conclusion of an earlier Agreement. The agreement to which these General Terms and Conditions apply may contain provisions that deviate from the provisions of these General Terms and Conditions. In those cases, the provisions of the Agreement will prevail.

In the event that 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 to the extent possible.

### Article 1 Definitions

In these General Terms and Conditions, the following capitalised terms must be understood in the meanings below:

- 1 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;
- 2 Agreement: all agreements on the basis of which Vodafone establishes one or more Connections, concludes one or more Subscriptions, or supplies Goods and/or Services;
- 3 Connection: the connection with the Vodafone Network offered by Vodafone to the Contracting Party through a SIM Card or another technical means;
- 4 Content: digital or other information, such as text, data, moving, stationary and graphical images, sound recordings and information of any form, such as games, advertising messages and similar services;
- 5 Content Service: the Supplementary Service or a service of a third party consisting of making Content available, in whatever form;
- 6 Contracting Party: the party that has concluded an Agreement with Vodafone or has received an Offer;
- 7 Delivery Protocol: a document in which Vodafone indicates that the Services and Goods suitable for the performance of the Agreement have been delivered and its work has been completed;
- 8 End-User: the natural person who is authorised by the Contracting Party and/or an Affiliated Enterprise, on the basis of relationship under employment law with the Contracting Party and/or an Affiliated Enterprise or on the basis of a sub-contract labour agreement, to make use of the Vodafone Network and/or the Services.
- 9 Goods: the network connections, movable goods (such as Peripheral Equipment), handsfree (car) kits, specific software packages and accessories supplied or made available by Vodafone or a third party in connection with the Services.
- 10 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;
- 11 Mobile Telecommunication Service: all use of the Vodafone Network on the basis of a Subscription;
- 12 Number: the 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;
- 13 Offer: an offer to enter into an Agreement issued by Vodafone to a Contracting Party;
- 14 OPTA: the Dutch Independent Post and Telecommunications Authority.
- 15 Peripheral Equipment: the telephone exchange connected to the Vodafone Network or the mobile radio transmission and/or reception device (also referred to as 'handset', 'mobile device', 'cell phone' or 'mobile telephone') which establishes the connection with the Vodafone Network, whether or not in combination with a SIM Card or another technical means;
- 16 Personal Data: all data relating to an identified or identifiable natural person;
- 17 Rates List: an overview of rates and other costs with respect to the Services and Goods;
- 18 Service: every Mobile Telecommunication Service or Supplementary Service;
- 19 SIM Card: the chip which, in combination with a Connection and Peripheral Equipment, enables the use of the Vodafone Network;
- 20 Subscription: each Agreement with Vodafone and each part thereof providing for a certain Connection and its use, in which respect the payable amounts are charged periodically;
- 21 Supplementary Service: all services provided by Vodafone in connection with or supplementary to a Mobile Telecommunication Service or Goods;
- 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.800755133B01;

- 24 Vodafone Network: the entirety of the technical components in the Netherlands used by Vodafone for the provision of Services;
- 25 Vodafone Website: the website [www.vodafone.nl](http://www.vodafone.nl), or another website indicated by Vodafone;
- 26 Working Days: Monday to Friday from 8.00 hours to 18.00 hours, with the exception of the Dutch public holidays.

### Article 2 General provisions

- 1 All Offers of Vodafone, of whatever form, will be entirely free of obligation, unless the contrary is explicitly stated.
- 2 All Agreements and all disputes with Vodafone will be exclusively governed by Dutch law.
- 3 In the event that the Contracting Party (for instance outside the Netherlands) uses its Connection temporarily or partially 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.
- 4 Only the Contracting Party may invoke rights ensuing from an Agreement vis-à-vis Vodafone. An End-User cannot derive any rights from an Agreement.
- 5 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.
- 6 Vodafone will determine the manner in which it performs the Agreement itself and will not be obliged to comply with any instruction issued by the Contracting Party. If so requested, Vodafone will inform the Contracting Party of the manner of performance to the extent possible.

### Article 3 Conclusion of the Agreement, electronically or otherwise

- 1 An Agreement providing for one or more Subscriptions must be deemed to have been concluded after an application to that effect submitted in writing, by telephone or electronically 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 started establishing the Connection/Connections.
- 2 An Agreement pertaining to Supplementary Services will be deemed to be concluded at the time at which Vodafone has received a written or electronic application for or order of the relevant Supplementary Service and Vodafone has explicitly accepted same application or order.
- 3 The Contracting Party will be responsible itself for any desired storage and printing of the General Terms and Conditions and the Agreement and for the access to the stored version. Vodafone will not be obliged to keep any filed Agreement accessible for the Contracting Party.
- 4 All communication between Vodafone and the Contracting Party may be transmitted electronically unless 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 of evidence of same communication, notwithstanding evidence to the contrary provided by the Contracting Party.
- 5 Electronic communication will be deemed to have been received on the day of dispatch, unless the contrary is proven by the recipient. In the event that the communication has not been received as a consequence of delivery and/or accessibility problems with respect to the Contracting Party's electronic incoming mail server, this will be at the Contracting Party's risk, also in the event that the electronic incoming mail server is located at a third party. Vodafone will not be obliged to send any confirmation of receipt with respect to any communications received by it.
- 6 Vodafone will not be liable for any misunderstandings, distortions, delays or non-arrival with respect to orders and notifications as a consequence of the use of internet or any other electronic means of communication in the dealings between Vodafone and the Contracting Party.
- 7 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. The party 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.
- 8 Vodafone may at all times reject an application and may do so, e.g. in the event that:
  - Vodafone has reasonable cause to doubt (or has information on) the poor creditworthiness or poor payment record of the Contracting Party or its managing directors vis-à-vis Vodafone or third parties. Vodafone may obtain information from third parties in this respect;
  - the Contracting Party is included in a file as that of the association Preventel;
  - the person representing the Contracting Party is not authorised to represent the Contracting Party;
  - the person representing the Contracting Party does not meet the

requirements set by Vodafone – including provisions of proof of identity and the necessary information – for concluding an Agreement. Further to a written request from the applicant to that effect submitted to Vodafone, Credit Assessment department, Postbus 1500, NL-6201 BM Maastricht, Vodafone will explain its rejection of an application.

### Article 4 Duration of Subscriptions and Services

- 1 Each Subscription will be concluded by the Contracting Party for the minimum duration agreed on upon the Agreement's conclusion, effective from the delivery time as referred to in Article 5.2. After the Subscription's minimum duration has elapsed, same Subscription will be extended for an indefinite period of time.
- 2 Starting three months before the end of the minimum duration, the Subscription may be terminated by mutual consent, with due observance of a notice period of at least three months.
- 3 Mobile Telecommunication Services will be purchased for the minimum duration agreed on upon the Agreement's conclusion, which minimum duration will commence at the time of delivery as referred to in Article 5.2. After the minimum duration has elapsed, the Agreement providing for the relevant Mobile Telecommunication Services will be extended by consecutive periods of twelve months. Before the end of the Agreement's current term, the Agreement providing for the relevant Mobile Telecommunications Services may be terminated by mutual consultation, with due observance of a notice period of at least three months.
- 4 Supplementary Services will be purchased for the period agreed on upon the Agreement's conclusion and may only be cancelled with due observance of a notice period of at least three months.
- 5 The Contracting Party may only terminate an Agreement by means of a registered or other letter to Vodafone, Customer Service department, Postbus 1500, NL-6201 BM Maastricht.

### Article 5 Making the Connection, Services and Goods operational

- 1 After or upon the Agreement's conclusion, Vodafone will strive to make the Connection/Connections operational and/or provide the Service/Services agreed upon and/or supply the Goods agreed upon within the periods of time stated in the Agreement, though in any event as soon as possible. The periods of time stated in the Agreement may not be considered to be firm deadlines and Vodafone will conduct consultations with the Contracting Party in the event that such periods of time are exceeded.
- 2 After the implementation of the infrastructure necessary for the Service/Services, Vodafone will conduct a standard Vodafone test. After the test has been conducted, the infrastructure for the Service/Services will be delivered. Vodafone will give or send the Contracting Party a Delivery Protocol in confirmation. The Service/Services and Connection/Connections will, for purposes of the Agreement, be deemed to have been delivered at the time that:
  - a. the Contracting Party has actually used or can use one or more Connections, or
  - b. the Contracting Party has signed the Delivery Protocol or has otherwise confirmed that the Connection/Connections and Service/Services provided are in working order and the work has been completed, or
  - c. the Connection/Connections and Service/Services provided have been tested, but Contracting Party has not returned the Delivery Protocol or another confirmation of delivery, signed for approval, within eight Working Days after dispatch, and the Contracting Party has also not declared in writing, providing specifics, that it does not accept the delivery of the Connection/Connections and Service/Services.
- 3 The parties may discover minor defects upon delivery. Minor defects are defects which do not prevent the most important functionalities from being operational. Such minor defects will not be able to prevent the delivery. Vodafone will state the discovered minor defects in the Delivery Protocol and remedy the specified defects as soon as reasonably possible. Minor defects will not prevent the delivery as referred to in Article 5.2.
- 4 Vodafone will strive to offer the Contracting Party uninterrupted use of the Connection/Connections within the Netherlands. 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.
- 5 Vodafone may perform the Agreement in parts. If the Agreement is performed in parts, Vodafone will be entitled to invoice each delivered part separately.
- 6 It is a scientific fact that, with respect to electronic communication services such as the Mobile Telecommunication Services, the possibility of establishing and maintaining a connection and the quality of such a connection will not be identical or sufficient in all places and at all times. Vodafone will make every effort to construct the Vodafone Network in such a manner that the Services are influenced by limitations and interruptions as little as possible.
- 7 The Contracting Party and the 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.

nance 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.

- 8 In the event that the Contracting Party, also in view of what is pointed out in Articles 5.6 and 5.7 above, cannot make use of the Connection/Connections or cannot do so uninterrupted at any time, this will not result in any right to compensation such as a reduction in the rates for the Services or a right to restitution of payments made.
- 9 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 functioning of the Vodafone Network, the Contracting Party may communicate same in writing or by telephone to Vodafone, Customer Services department, Postbus 1500, NL-6201 BM Maastricht, telephone number (+31)(0)654 500 100 (quick dial number: 1200). Complaints and remarks received will, where reasonably possible, be included in the regular maintenance activities.

#### **Article 6 Delivery of Goods, Dead On Arrival (DOA) and Guarantee**

- 1 Vodafone will be responsible for the delivery of the Goods ordered by the Contracting Party at the delivery address in the Netherlands indicated by the Contracting Party. The risk for the Goods will pass to the Contracting Party at the time of arrival at the said address. The ownership of the Goods supplied (with the exception of SIM Cards) will pass at the point in time that the Contracting Party has paid the amount due for the Goods in question. The costs of collecting a return shipment of Goods will be borne by the Contracting Party.
- 2 Within five (5) Working Days of the date of receipt of the Good, the Contracting Party shall inspect same and notify Vodafone within the said period of time in the event that the Contracting Party is of the opinion that the Good is defective. The Contracting Party may report defects by telephone, at (+31)(0)654 500 100 (quick dial number: 1200) or through the Vodafone Website.
- 3 In the event that Vodafone is of the opinion that the defect discovered by the Contracting Party pursuant to Article 6.2, renders the Good Dead on Arrival, Vodafone shall ensure that the relevant Good is replaced by a new, comparable Good as soon as is reasonably possible, without charging any additional costs. The phrase 'Dead on Arrival' must, in the context of these General Terms and Conditions, be understood to mean a situation in which:
  - a. the relevant Good is made available by Vodafone to the Contracting Party, and
  - b. same Good does not function in accordance with the documented specifications of the Good, and
  - c. the Good is returned to Vodafone, is unused and complete and the original packaging and the corresponding documentation is still present, and
  - d. in the event that the Good is Peripheral Equipment, the IMEI number of such Peripheral Equipment matches the IMEI number on the packaging, and
  - e. the Contracting Party is able to show proof of purchase; and
  - f. the defect in the Good did not arise after the time of delivery or due to a cause attributable to the Contracting Party.
- 4 In the event that the Contracting Party discovers a defect after the period of time stated in Article 6.2 or in the event that Vodafone comes to the conclusion on the basis of Article 6.3 that the Good in question cannot be considered Dead on Arrival, Vodafone will assess whether the defect is covered by any warranties issued by the manufacturer of the relevant Good. If this is the case, Vodafone will, at its discretion and without charging the Contracting Party any additional costs, repair the discovered defect or have such repaired by third parties or replace the relevant Goods by similar Goods. In the event that the defect proves not to be covered by any warranty, Vodafone may charge the Contracting Party inspection costs.
- 5 In the event that the Contracting Party reports a discovered defect to Vodafone after the expiry of a twelve-month period after the delivery date or in the event that Vodafone comes to the conclusion on the basis of Article 6.4 that the defect is not covered by any warranty issued by the relevant Good's manufacturer, Vodafone may, at the Contracting Party's request, inspect the defect and make a proposal regarding repair or replacement of the relevant Good. Vodafone will charge the Contracting Party the costs incurred by Vodafone in connection with the inspections.
- 6 Apart from the provisions laid down in Article 6, no obligations regarding the functioning of the Goods delivered or any defects therein will rest with Vodafone.
- 7 The discovery of a defect in a delivered Good will not entitle the Contracting Party to suspend any obligations resting with it.

#### **Article 7 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 is familiar with this fact and accepts the fact that supplementary licence terms may apply with respect to same right of use, possibly of third parties.
- 3 The Contracting Party will indemnify Vodafone and will compensate Vodafone for the consequences of any violations by the Contracting Party or the End-User of intellectual property rights of Vodafone or of third parties that may occur as a consequence of the purchase or the use of the Content.
- 4 The Contracting Party acknowledges that Vodafone is not responsible

- and does not bear any liability for any Content made available by a third party, 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 on the basis of its Subscription.
- 5 Unless the Agreement explicitly provides 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 change same or to copy same without the entitled party's permission, to disclose same, to circulate same or to make same available to third parties in any other manner, or to copy the Content or any part thereof without the entitled party's permission or to store same on a carrier or to violate intellectual property rights in any other manner; or
    - b. to change or remove the markings pertaining to the manufacturer, the rights, the entitled party, or origin or the confidential nature or any other references to Vodafone present in the Content.

#### **Article 8 Rates**

- 1 The rates for the Connections and/or Services and/or Goods will be payable to Vodafone in accordance with the Rates List applicable at that time. In the event that the Contracting Party has used Content Services of third parties, the Contracting Party will pay Vodafone the amounts due in that connection in accordance with the rates applicable to the relevant Content Service. Dutch VAT and other government levies will be charged with respect to the payable rates. The rates will be stated in euros.
- 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 at Vodafone, Customer Services department, Postbus 1500, NL-6201 BM Maastricht, telephone number (+31)(0)654 500 100 (quick dial number: 1200) and at the Vodafone points of sale.
- 3 Vodafone will be entitled to change the rates unilaterally, for instance as a consequence of measures taken by national and/or European government bodies or other institutions, including the OPTA, or market developments. Prior to such changes taking effect, Vodafone shall inform the Contracting Party thereof and, in the event 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 changes take effect. The notice of termination must have been received by Vodafone no later than before the changes taking effect. In the event of termination pursuant to the ground stated in this Article, 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 levies. 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 Vodafone Network.
- 5 The data held by Vodafone will be decisive in determining the payable amounts, unless the Contracting Party proves that such data are incorrect.
- 6 Promotional or other discounts will not apply to the Contracting Party, unless the parties have reached an explicit and written agreement in that respect.

#### **Article 9 Payment**

- 1 Vodafone will charge the Contracting Party the rates payable for the Connections and/or Services and/or Goods on a periodical basis by sending it an invoice. The Contracting Party may choose to have an End-User pay the amounts due to a part thereof on its behalf. In that event, Vodafone will send the End-User an invoice for the payable amounts, or a part thereof, as the case may be. The Contracting Party will under all circumstances guarantee full and timely payment of the amounts due.
- 2 In the event that, in Vodafone's opinion, special circumstances occur, such as a more than average – temporary or permanent – use of the Connection, Vodafone may send interim invoices and/or require payment, either immediately or within a stated period of time.
- 3 All rates will be payable effective from the time that delivery was effected, as referred to in Article 5.2, or effective from the point in time that Vodafone must incur costs for the Contracting Party's benefit.
- 4 Payment must always be effected in full and within thirty days of the invoice date. The time at which Vodafone receives the payment will be considered the time of payment. The Contracting Party may choose to grant Vodafone the right and the possibility to collect the payable amounts by means of a direct debit mandate.
- 5 Vodafone, Special Services department, Postbus 1500, NL-6201 BM Maastricht, must be notified in writing of any complaints against amounts charged within fourteen days of the invoice date. The submission of a complaint will not suspend the Contracting Party's payment obligation. Set-off or suspension of payments will only be possible with Vodafone's explicit written permission.
- 6 In all cases in which complaints of the Contracting Party against an invoice pertain to amounts charged by Vodafone through Vodafone's invoice on behalf of a third party for services and/or goods of that third party, the questions regarding and complaints against these amounts must be submitted exclusively to the relevant third party. The submission of such complaints will not suspend the Contracting Party's payment obligation.
- 7 Vodafone may charge the Contracting Party any costs, such as administration and/or inspections costs, related to complaints against an invoice.
- 8 Under no circumstances will fixed fees for a Service/Services paid in advance be refunded by Vodafone.

#### **Article 10 Late payment**

- 1 In the event that Vodafone has not received the payable amounts within the period of time stated in Article 9.4, 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 plus two percentage points. In the event that collection proceedings or other proceedings are required to obtain payment of the amount due, all related costs will be borne by the Contracting Party.
- 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 warning and after the Contracting Party has also failed to perform its payment obligation or another instruction within the term stated in that warning. Vodafone may suspend the performance of its obligation – in full or in part – until the time of full payment of the principal sum, interest and collection costs due, without prejudice to the other rights vested in Vodafone.

#### **Article 11 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 – use of the Connection by the Contracting Party or the End-User exceeding average use and any corresponding high costs, request advance payment or provision of security or additional security in the form an advance payment or security deposit within the period of time stated by it. Vodafone will not owe any interest with respect to any such advance payment, down payment of security deposit.
- 2 The amount of the advance payment as referred to in Article 11.1 will not exceed the total amount reasonably payable by the Contracting Party to Vodafone in six months.
- 3 In the event that no payment problems occur during a consecutive period of six months, a security deposit issued can be reclaimed by the Contracting Party pursuant to a written request to that effect, addressed to: Vodafone, Credit Administration department, Postbus 1500, NL-6201 BM Maastricht.

#### **Article 12 SIM Card**

- 1 Vodafone will provide the Contracting Party with one SIM Card per Connection once only, unless provisions to the contrary have been agreed upon, as well as with the corresponding security codes (such as the PIN and PUK codes).
- 2 The SIM Card will at all times remain Vodafone's property.
- 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 or destroy same, and that it 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, Customer Services department, to block the SIM Card and/or the access code at telephone number (+31)(0)654 500 100 (quick dial number: 1200). 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 costs of the use of the SIM Card, the Connection and/or the Services, be it authorised or unauthorised, will be fully at the Contracting Party's expense and risk until the time that Vodafone has been notified and the SIM Card is blocked in the manner described in Article 12.4.
- 6 The costs of unblocking and/or of the issue of 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.
- 7 In the event that the Contracting Party or the End-User has received Peripheral Equipment which has been blocked by Vodafone or on its behalf (for instance a SIM Lock or a network lock), then 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 Vodafone. Vodafone may attach conditions to such permission, including the payment of a fee relating to the contribution made by Vodafone (possibly through a retailer) for same Peripheral Equipment.
- 8 Vodafone will be entitled to change the SIM Card settings, possibly from a distance.
- 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 13 Number and retention of number**

- 1 Vodafone will provide the Contracting Party with one or more Numbers for the use of each Connection.
- 2 In the event that the Contracting Party is already using one or more Numbers, it may exclusively file a request with Vodafone for retention of those numbers upon the conclusion of an Agreement. Vodafone will grant the request in the event and as soon as the (former) Agreement with a provider of Mobile Telecommunication Services can be terminated and same provider cooperates in the retention of the numbers.
- 3 In the fulfilment of a request for retention of one or more numbers, the Contracting Party shall follow the instructions issued by Vodafone. Vodafone may charge a non-recurring payment for fulfilling the request for the retention of one or more numbers.
- 4 At the commencement or end of an Agreement, the Contracting Party will, in principle, except by invoking retention of a certain number, not be entitled vis-à-vis Vodafone to claim one or more specified numbers.

- 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 three months 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 14 Decommissioning the Connection/Connections

- 1 Vodafone may block or decommission one or more Connections or the supply of one or more Services, temporarily or permanently, in whole or in part, in the event that:
- a request pursuant to Article 12.4 is made by or on behalf of the Contracting Party and Vodafone 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 Agreement with Vodafone;
  - c Vodafone discovers that the use of the Connection exceeds average use 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 Articles 9 and/or 11 above. Vodafone will inform the Contracting Party of any blocking or decommissioning in advance, provided that this is reasonably possible.
- 2 Vodafone will only recommence 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/Connections.
- 3 During the period of – temporary or other – decommissioning of the Connection/Connections, the Contracting Party will remain obliged to pay the fixed periodical fees and additional amounts for the duration of the Agreement.

#### Article 15 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 Personal Data and Traffic Data of the Contracting Party and/or its contacts and the End-User 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 most recent version of the 'Privacy Statement' (see [www.vodafone.nl](http://www.vodafone.nl)). The Privacy Statement may also be obtained 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 interconnections 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 the prevention, investigation and combat of fraud and irregularities. Personal 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 (to the extent 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.
- 4 In the event that an investigation conducted by Vodafone leads Vodafone to suspect that the Contracting Party or its End-Users 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 establishment further to a request to that effect. Vodafone shall inform the Contracting Party of any provision of such data 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 may provide third parties with Personal Data of the Contracting Party and its managing directors in order to assess its creditworthiness.
- 7 The Contracting Party and the End-User will be entitled to inspect, correct object to their Personal Data as such 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.
- 8 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.
- 9 The Contracting Party shall inform its End-Users in advance of the processing of data as described in this Article 15.

#### Article 16 Obligations of the Contracting Party and the End-User

- 1 The Contracting Party guarantees the normal use of the Connection/Connections and the SIM Card as well as the use of the Services provided by Vodafone and third parties in the manner in which Vodafone and such providers intended same Services to be used in accordance with standards of reasonableness. The Contracting Party will be liable for all damage that may arise due to 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/Connections or Services or Goods in another manner or in another pattern of use or for another purpose than that intended by Vodafone with respect to the Services offered by it, in whatever manner. 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 use of 'SIM-Locks', 'network locks' or any other form of security.
- 3 The Contracting Party will refrain from using goods for the use of the Connection to the Vodafone Network or networks of other providers of electronic communication services which are not in accordance with statutory requirements or are not suitable for connection to the Vodafone Network. 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 combination with the relevant Services. Vodafone will not be responsible or liable for the functioning of hardware or other applications used by the Contracting Party to utilise the various Services.
- 4 The Contracting Party shall enable Vodafone to supply the Services and Goods and to perform the work on Working Days and under conditions in accordance with statutory safety requirements and other government regulations. In the event that the supply of Services and/or Goods is delayed due to circumstances for which the Contracting Party is responsible, the Contracting Party must compensate Vodafone for any ensuing damage.
- 5 The Contracting Party will be responsible for ensuring the good reachability of the place where the work is to be performed. The Contracting Party will bear the risk for all damage caused by goods specifically prescribed by the Contracting Party to Vodafone and/or to be obtained from a supplier prescribed by the Contracting Party and/or caused by auxiliary persons or other persons deployed by the Contracting Party. The Contracting Party shall indemnify Vodafone against all claims from third parties in this context.
- 6 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, the Contracting Party shall follow such instructions forthwith 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.
- 7 In the event that Vodafone supplies the Contracting Party with certain Goods specifically prescribed by the Contracting Party to Vodafone or which must be purchased from a supplier prescribed by the Contracting Party, the Contracting Party will be liable for all damage ensuing from the use of same Goods. The Contracting Party will indemnify Vodafone for all claims of third parties pertaining to such Goods.
- 8 All intellectual property rights with respect to Services, Goods, Offers, software, designs, illustrations, descriptions, drawings, models, estimates, etc., supplied or made available by Vodafone will be and will at all times remain the property of Vodafone or of its suppliers. In the event of a violation or infringement of Vodafone's intellectual property rights, the Contracting Party will forfeit to Vodafone an immediately due and payable penalty of ten thousand (10,000) euros per violation, without prejudice to Vodafone's right to full damages.
- 9 In the event that a third party is of the opinion that the Contracting Party's use of the Services infringes an intellectual property right of same third party, Vodafone shall indemnify the Contracting Party, with due observance of the provisions of Article 18, against such a claim in the event and to the extent that the Contracting Party grants Vodafone the opportunity to handle same claim entirely at its own discretion. This indemnification will not apply in the event and to the extent that the infringement of the intellectual property right of that third party is attributable to the Contracting Party or the End-Users.
- 10 The Contracting Party may not transfer its rights and/or obligations as ensue from this Agreement to a third party without Vodafone's written permission. The Contracting Party and any Enterprises Affiliated to it will be prohibited from supplying, reselling or transferring Services and/or Goods purchased by it pursuant to the Agreement to third parties at any time without Vodafone's permission, or to allow third parties to use same Services unless the third party in question is an End-User.
- 11 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.
- 12 The Contracting Party shall report any changes in relevant information (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 before the change in question taking 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 for the Contracting Party's expense and risk.
- 13 The Contracting Party shall treat the contents of the Offer and the Agreement in a strictly confidential manner.

- 14 The Contracting Party guarantees that its End-Users will observe the provisions as laid down in this Article 16.
- 15 In the event that the Contracting Party is unable to prove to Vodafone further to a request to that effect that the conditions laid down in this Article are being observed, Vodafone will be entitled to immediately terminate the Agreement in whole or in part or to suspend the provision of Services without any obligation to pay damages arising on Vodafone's part.

#### Article 17 Termination of the Agreement

- 1 The parties may at all times dissolve an Agreement or a part thereof with retention of the right to damages in the event that the other party attributably fails in the performance of one or more essential obligations and is in breach of contract.
- 2 Either party may terminate the Agreement or a part thereof 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 composition with creditors, unless the trustee in bankruptcy or administrator chooses to continue the Agreement and immediately provides sufficient security in accordance with Article 11 and the other party agrees to the continuation.
- 3 Vodafone may terminate the Agreement or a part thereof without observing any notice period in the event that the Contracting Party or an End-User inflicts damage on the Vodafone Network, causes a nuisance and/or forms a danger to the health of Vodafone employees and/or other users of the Vodafone Network or other telecommunication networks or in the event that the Contracting Party no longer fulfills any preconditions that may be set with respect to the relevant Service.
- 4 Vodafone may terminate the Agreement or a part thereof in the event that the licence for the construction, maintenance and commercial exploitation of the Vodafone Network ends or is revoked without a new licence being granted, or in the event that other circumstances occur outside Vodafone's power making performance of the Agreement impossible or disproportionately onerous.
- 5 Vodafone may terminate the Agreement or a part thereof without observing any notice period in the event that the actual use of the Mobile Telecommunication Service is substantially different from the use that may be expected pursuant to the type of the Subscription concluded by the Contracting Party.
- 6 In the event of termination by Vodafone under the circumstances mentioned in the preceding paragraphs, Vodafone will not be liable to pay the Contracting Party any damages.
- 7 Termination or dissolution of an Agreement providing for a Service or a Supplementary Service will not affect the relevant Subscription. Termination or dissolution of a Subscription will automatically result in the termination of the Agreement providing for the Services pertaining to the relevant Connection. Termination or dissolution of all Agreements pertaining to Mobile Telecommunication Services will result in automatic termination of the Agreements providing for Supplementary Services.
- 8 In the event that a Subscription or an Agreement providing for a Service or a Supplementary Service is terminated by either party prior to the expiry of the applicable minimum duration on the basis of Article 17.2 or by Vodafone on the basis of Article 17.1, 17.3, 17.4 or 17.5, all fixed fees (including the costs of leased lines, beam transmissions and other infrastructure leased or constructed for the Contracting Party's benefit) and periodical charges (including subscription fees) for the remainder of the minimum duration will become fully and immediately due and payable by the Contracting Party. Furthermore, in such cases, the Contracting Party shall also pay Vodafone compensation, for a proportionate part, in relation to the remainder of the minimum duration, of:
- a. the discounts granted to the Contracting Party – whether or not through a retailer – with respect to the Goods supplied (including Peripheral Equipment) and/or work performed, and/or
  - b. Vodafone's contribution in the buying-off of the subscriptions with third parties preceding the Agreement, and/or
  - c. any – direct or indirect – payment of free supply to the Contracting Party; and/or
  - d. the discount with respect to the rates and other costs agreed upon with respect to the Services and Goods to the extent that such is based on a turnover or volume commitment of the Contracting Party.
- 9 A notice of termination with respect to the Agreement from the Contracting Party to Vodafone may only be issued in writing, with due observance of a three-month notice period, addressed to Vodafone, Corporate Services department, Postbus 1500, NL-6201 BM Maastricht.
- 10 In the event that the Agreement or a part thereof is terminated, all claims ensuing from the Agreement, or the relevant part thereof, as the case may be, will become immediately due and payable.
- 11 Except under the circumstances mentioned in these General Terms and Conditions, it will not be possible to terminate or cancel an Agreement, a Subscription or a Service prematurely.

#### 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 or a Good, unless provisions to the contrary have been laid down in 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 or trading losses, or 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 and subject to a maximum of three million (3,000,000) euros per annum;
  - b damage as a consequence of damage to goods belonging to the Contracting Party, subject to a maximum amount of five hundred thousand (500,000) euros per event and subject to a maximum of three million (3,000,000) euros per annum;
  - c damage as a consequence of a violation of intellectual property rights, subject to a maximum amount of five hundred thousand (500,000) euros per event and subject to a maximum of three million (3,000,000) euros per annum;
  - d damage as a consequence of a violation of Articles 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;
  - e damage as a consequence of wrongful processing of Personal Data of the Contracting Party or 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;
  - f 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 five hundred thousand (500,000) 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 In the event that more than one claim arises for the Contracting Party/ Parties and the End-User/End-Users 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.
  - 6 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.
  - 7 Vodafone will not invoke the limitation or exclusion of liability as laid down in Articles 18.2 to 18.6 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.
  - 8 In the event that a connection to the Contracting Party's infrastructure is established, the ISRA point will be the physical boundary past which all liability and responsibility on Vodafone's part ends.
  - 9 Vodafone will not be liable for any damage caused by a – partial or complete – malfunction in the leased lines, beam transmissions and other infrastructure leased for the Contracting Party's benefit in the event that Vodafone is not compensated for such damage itself by its supplier.

#### 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 and a specification of the Agreement.
- 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 No later than within six (6) months of receipt of Vodafone's substantive response, or within six (6) months of the expiry of the term within which Vodafone should have responded pursuant to provisions of Article 19.2, 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.

