

Version 2.0

Supplementary Terms and Conditions Data Connections and Internet Services

Article 1 Definitions

The terms as stated below in capital letters in these Supplementary Terms and Conditions shall mean the following:

Connection Point	the network connection point at the Location where the hardware is connected
Supplementary Terms and Conditions	these Supplementary Terms and Conditions Data Connections and Internet Services which, in the same way as the General Terms and Conditions Service Provider, form part of the Agreement
Account	the unique name by which the Customer gains access to the System
Data Connection	one or more Customer connections to the Network which give access to the Services provided by the Service Provider
Hardware	the equipment used or made available on loan to the Customer by the Service Provider for the provision of the Internet Services and Data Connections

Internet Services	the services and products delivered to the Customer by the Service Provider by reason of the Agreement which, among others, may consist of Internet access, e-mail services and (web) hosting
Line	the connection with a telecommunication network and/or (a) leased line (es) supplied by the Service Provider or a third party
Network	the entire Hardware, Connection Point, Line and System made available by the Service Provider which makes it possible for the Customer to use the Internet Service
Agreement	the agreement relating to the supply and delivery of the data connections and Internet services as specified on the Service Order Form
Disk Space	the space specified on the Service Order Form which is made available to the Customer by the Service Provider for, for example, sending and receiving e-mails, maintaining a Website and other services
System	the interconnected/linked computer equipment and appertaining apparatus with which the Service Provider provides services for the Customer
V.P.N. Data-services	the Virtual Private Network-services which consist of a number of Data Connections as specified in the Agreement and delivered to the Customer by which means a network connection is realised between two or more physical locations as designated by the Customer

Website one or more Internet page(s) for various (commercial) purposes

Article 2 Applicable conditions

1 These Supplementary Terms and Conditions are, as are the General Terms and Conditions, applicable to the Agreement and the legal relationship between the Service Provider and the Customer.

Article 3 Obligations on the part of the Service Provider

- 1 The Service Provider shall take all reasonable steps to ensure delivery of the Data Connections and the Internet Services in accordance with the Agreement and to duly fulfil the Service Provider's obligations correctly. Specifically, the Service provider shall take all possible care to ensure:
- installation of the Data Connection;
 - granting access to the Internet;
 - maintaining the connections between the System and the Internet and/or
 - protection of the data stored in the System.
- 2 The Service Provider shall maintain a Customer Care Department to answer questions and provide support for the Services.

Article 4 Installation: Line, Connection Point and Peripheral Equipment

1 The Service Provider shall only proceed with placing the Hardware when the Line is available. The Service provider and Customer determine the time for placing the Hardware in joint consultation. The Customer should provide full co-operation for the Line installation and placing the Hardware. The costs incurred by the Service Provider due to inadequate co-operation or delayed co-operation on the part of the Customer are for the account of the Customer.

- 2 The Customer shall sign an acceptance form following installation of the Hardware. By signing this form, the Customer declares agreement with the installation of the Hardware and the Customer then receives the Hardware on loan unless otherwise agreed in writing. As soon as the Data Connection has been realised, the Service Provider shall advise the Customer accordingly. Use of the Data Connection and/or (one) of the Internet Services counts as a statement on the part of the Customer that the installation has been accepted and that the Hardware has been received in good order.
- 3 Only the Service Provider and third parties instructed by the Service Provider are authorised to realise, put into operation, maintain, check periodically, repair, change move or remove the Connection Point and the Hardware. The Customer shall grant access to the Connection Point and the Hardware to the Service Provider or third parties as stated on the first request made by the Service Provider.
- 4 In so far as the Customer is not the owner of the accommodation where the Connection Point, Line and Hardware are installed, placed or removed, then Customer shall indemnify the Service Provider against claims from the owner of the afore-stated accommodation area relating to the installation, placing or removal of the Connection Point, Line and/ or Hardware.
- 5 Should the Customer wish to move the Hardware, Connection Point and/or the Line, then Customer shall first consult with the Service Provider. Should it be possible to move the Hardware, Connection Point and/or Line, the Service Provider shall effect this under terms and conditions to be further agreed with the Customer.

Article 5 General obligations on the part of the Customer

- 1 The Customer shall only make use of the Data Connection and the Internet Services in accordance with the Agreement and/or other (user) instructions issued by the Service Provider.

- 2 The Customer shall only use the Data Connection and the Internet Services in accordance with the Agreement and the applicable legislation.
- 3 The Customer shall refrain from all acts which could be harmful for third parties, the Service Provider, the Network and/or the System including actions/handling which could result in excessive (data) traffic streams.
- 4 The Customer shall handle the Hardware with due care and omit any act which could be expected to be harmful. The Customer shall not connect any equipment or apparatus to the Hardware or the Network which does not comply with the applicable legal regulations.
- 5 The Hardware may only be used in conjunction with the Data Connection and the Internet Services. The Customer is responsible for each and every use of the Network, Data Connection, Hardware and the Internet Service, even should these be used without the permission of the Customer.
- 6 At the Service Provider's request, the Customer shall provide the Service Provider, at no cost, with all manuals or other materials including diagnostic software and other own information relating to the Hardware in so far as this is useful or necessary for the Service provider so as to deliver the Data Connection and/or the Internet Services.

Article 6 Delivery of Internet Services

- 1 The Service Provider shall allocate public IP-addresses to the Customer for use for the Internet Services. The IP-addresses consist of number codes and serve to identify the Customer. The number codes shall be made known to the Customer. The Service Provider can change the underlying number plan at all times. The Customer is not entitled to invoke any rights by reason of allocation of the IP addresses.
- 2 The Service Provider may temporarily suspend the delivery of Internet Services in connection with (preventative) maintenance without the Customer having any right to compensation and/or reimbursement of payments already made. On

executing the maintenance, the Service Provider shall take the interests of the Customer into account as far as possible.

- 3 The Service Provider cannot, in view of the complexity, guarantee delivery of Internet Services, without interruptions. Should an interruption occur, the Customer has no right to compensation and/or reimbursement of payments already made unless this is manifestly unreasonable.

Article 7 Obligations on the part of the Customer

- 1 The Customer is bound by the extent of the Disk Space as described on the Service Order Form. The Customer has the responsibility to ensure this is not exceeded. On exceeding the limit, the Service Provider is authorised to charge additional costs and, if necessary for the correct functioning of the Internet Services and Data Connection, to remove information.
- 2 The Customer is obliged to take all reasonable steps to prevent a computer virus coming on the Internet and/or the System and/or being spread further.
- 3 The Customer shall observe the conditions set out in the Acceptable & Fair Use Policy issued by the Service Provider and attached as Appendix to these Supplementary Terms and Conditions and which forms an integral part thereof.

Article 8 Other Provisions Internet Services

- 1 The Service Provider can, on the instructions of the Customer and on payment of a fee, provide for the registration of domain names. The choice of domain name is for the account and risk of the Customer. The Service Provider does not accept any liability whatsoever relating to the choice, use and continuity of the registration in respect of the domain name.
- 2 The Service Provider can provide the Customer with data-storage space for a Website on condition that this has been laid down in the Agreement. In these circumstances, the Service Provider is solely responsible for the accessibility to

- the Website. The Service Provider shall take all reasonable steps to guarantee the availability of the Website.
- 3 Additional charges are payable on exploitation of a Website.
 - 4 The Service Provider is entitled to impose extra charges to the Customer should the Customer, in any given calendar month, exceed the agreed (free) data traffic as stated in the Agreement. The Service Provider can charge the Customer for the exceeded amount. The Service provider's administration provides binding proof of the amount of exceeded data traffic unless Customer provides evidence to the contrary.

Article 9 Provisions VPN Data

- 1 In the case of VPN Data-services, the Customer is responsible for the use and suitability of the equipment/apparatus which is connected to the Hardware. The Services Provider does not guarantee that the VPN Data-services are suitable for other purposes than the purposes as stated on the Service Order Form.
- 2 The Customer is permitted, on using the VPN Data-Services, to use a higher speed than the agreed speed on use of the Data Connection. This higher speed, called "bursting", is available dependent on the load on the Network and is therefore not guaranteed by the Service Provider (the attached Appendix Acceptable & Fair Use Policy being applicable).
- 3 Should the Customer have requested the Service Provider to provide an extra Data Connection and this extra Data Connection is to be integrated with the already existing Data Connection(s) then the Service Provider shall adjust the equipment already in use. Should it be necessary to realise adaptations to the existing Data Connections for this at the Customer's premises, the Service Provider shall charge the Customer for these adaptations.
- 4 In respect of VPN Data-services, these are considered available from the moment onwards that a connection has been laid between two designated locations as stated on the Service Order Form. From this moment onwards, the Service Provider can proceed with invoicing. The Service Provider shall then

invoice the Customer per additional connected Customer location after the connection concerned has been realised.

Article 10 Suspension and termination of the Agreement

- 1 The Service Provider can, in addition to the grounds, as stated in the General Terms and Conditions, temporarily or partly suspend provision of the Data Connection and/or Internet Services for the security and integrity of the Hardware, System or the Network. In such instances, the Customer has no right to damage compensation and/or reimbursement of payments already made. Any reconnection charges are, in case of suspension, in accordance with this article, for the account of the Customer.

Article 11 Final Provisions

- 1 The Service Provider is authorised to implement changes to the “dial-in” numbers, the log-in procedure, in the Account and in the Customer's e-mail address without this giving the Customer any right to compensation from the Service Provider. The Service Provider shall, in such an instance, advise the Customer of the changes as soon as possible.
- 3 De Service Provider may alter the type, software and/or the specifications for the Hardware to guarantee the service quality. The Service Provider shall hereby take the interests of the Customer into account.
- 3 It is not permitted for the Customer to transfer the rights and/or obligations arising from this Agreement to third parties. Without prejudice to the above, the Customer is permitted to have a Website designed, placed and maintained by a third party. However, under these circumstances, the Customer remains responsible for the use of the Account and password.

Acceptable & Fair Use Policy ("AFUP")

APPENDIX TO SUPPLEMENTARY TERMS AND CONDITIONS DATA CONNECTIONS AND INTERNET SERVICES

Article 1 General

1. The Service Provider can immediately suspend and/or terminate Agreements with Customers who contravene the terms and conditions stated in AFUP ("the Terms and Conditions") without giving rise to any rights on the part of the Customer to compensation and/or reimbursement of any payments already made.
2. The Service Provider may recover, from the Customer, the damage caused by the Customer and the costs which, in the case of non-compliance with these Terms and Conditions by the Customer, have been incurred by the Service Provider to maintain these Terms and Conditions.
3. Should actions taken by a Customer lead to problems with provision of services to other Service Provider's Customers or other Internet users, the Service Provider may immediately terminate the Customer's Account without the Customer having any right to reimbursement of pre-payments for Services. This may also cause the Service Provider to charge the costs involved for lost Services and the costs for investigation at the Customer premises to the Customer's account.
4. Should the Customer gain access or attempt to gain access in an unauthorised manner to any system, either to the Service Provider's Network or any other network, the Service Provider shall take steps, such as the immediate termination of the Account without any reimbursement of prepayments for Services. In such an instance, the Service Provider can also hold the Customer liable for the damage caused arising from unauthorised access or an attempt to gain unauthorised access.
5. The Customer shall reimburse the costs incurred relating to or arising from investigation of any incident of non-compliance in respect of Customer's obligations and/or settlement thereof.

Article 2 Accounts and passwords

1. The Customer shall take utmost care to protect the identification details (login-names, passwords), address details and/or codes.
2. Identification details, address details and/or codes may not be advised to any other party without the express permission of the Service Provider.
3. The Customer is responsible and liable for any misuse committed using the identification details belonging to Customer irrespective of the identity of the person actually committing the misuse.

Article 3 Network Use

The Customer is not permitted to use the Service Provider's systems or networks to:

- 1. Cause interference with the Systems in the Network.
- 2. Cause interference in the Network Services or network communication.
- 3. Crack or (attempt) to crack any Security/Protection measures in respect of any Internet connected system.
- 4. To damage or put out of operation any equipment, hardware, software, data or services provided by the Service Provider.
- 5. Use the System for illegal purposes.
- 6. Carry out misleading on-line marketing practices.
- 7. Breach the privacy of individual users for example, by looking into their e-mail or private communications with other users.
- 8. Introduce viruses or other types of malicious software programmes into the Network or Systems.
- 9. Use the System to gain access without permission to other computer systems, networks or programs
- 10. Obtain unauthorised access (or attempt to gain unauthorised access) to systems or networks by which shall also be understood any attempt to probe, scan or test a system or network for vulnerability, or to break through security or authentication measures without explicit permission from the owner of this system or network.

- 11. Monitor data or traffic on any network or system without express permission from the owner of this system or network.
- 12. Cause interference to the Services of a user, system or network including but not limited to mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.
- 13. Deliberately search for (sensitive) information on others, or to copy or change files, details, or passwords, or to pose as a different user unless express permission has been obtained from that user.
- 14. Commit any breach of legal protection in respect of copyright rights or licensing of software and information.
- .- 15. Commit any breach in respect of the integrity of computer and network systems including the deliberate development or use of software programs which hinder other users, infiltration of or damage to a computer, computer system or network and alteration to the software components of a computer, computer system or network.
- 16. Send any material (via e-mail, uploading, posting or in any other manner) which contravenes any applicable national or international legislation or rules and regulations arising therefrom.
- 17. Send any material (via e-mail, uploading, posting or in any other manner) which contains threats or which calls for physical violence or destruction of property.
- 18. Send any material (via e-mail, uploading, posting or in any other manner) that causes nuisance for another Internet user.
- 19. Make fraudulent offers to sell or buy products, subjects or services or promotion of any form of financial fraud including "pyramid-systems", " quick-rich systems" or "chain letters".
- 20. Add, change or remove identification network headings information with the aim to defraud and mislead.
- 21. Attempt to present oneself as a different person by using false headings or other identification information.
- 22. Obtain or (attempt to obtain) access to the accounts of other users, penetrating or attempting to penetrate security measures in respect of the computer software or hardware, electronic communication systems or telecommunication systems of the

Service Provider or any other party, irrespective of whether the access results in damage or loss of information.

- 23. Send any material (via e-mail, uploading, posting or any other manner) which breaches copyrights, trade marks, patent confidentiality or any other property rights belonging to a third party. Including the illegal copying of copyright protected material, digitising and distributing photographic material from magazines, books or other copyright protected sources and the illegal sending of copyright protected software.
- 24. Collect the personal details of third parties or attempt to collect these without their knowledge or permission.

Article 4 E-mail

The Customer is not permitted to:

- 1. Send unasked for commercial e-mail ("UCE") or unasked for bulk e-mail ("UBE") to any Internet user via a Service Provider account or via any other network connection which in any way implicates the Service Provider. .
- 2. Use E-mail, either anonymous or not, to send threatening messages or messages which cause nuisance.
- 3. Send E-mails to more than 10 addresses simultaneously (using To-, Cc or Bcc-headers lines), with the exception of mailing lists under the management of the Service Provider.
- 4. Send E-mails to more than 100 addresses in total without the prior permission of the Service Provider; article 4.3 of the AFUP remains applicable when permission has been granted.
- 5. Falsify any part of the header information in an e-mail message.
- 6. Connect, either temporarily or permanently, an inadequately protected mail server to the Service Provider's network. The Customer's mail server may only accept incoming mail intended for the Customer's domain(s) and only send outgoing e-mails originating from the Customer's network/IP-series. Under no circumstances may the Customer's mail server accept mail from outside the Customer's network nor deliver mail outside the Customer's network. In short, the Customer's mail server must form

the beginning and end terminal for e-mail and therefore may not function as an interim station. The Service Provider explicitly retains the right to block an inadequately protected mail server without giving prior notice. Each and every form of mail list use on the Service Provider's network must comply with the guidelines MAPS and *RFC 3098*. These guidelines form an integral part of the Terms and Conditions.

Article 5 Usenet

The Customer is not permitted to:

- 1. Post messages to a news group which do not comply with the news group's published charter.
- 2. Cross post messages to other new groups when these messages are inciting and intended to provoke conflict between users of the news groups.
- 3. Post messages which advertise a product, website or service in an unsuitable manner by either doing this repeatedly or by cross-posting the message to different news groups which are not otherwise inter-connected ("spam").
- 4. Effect commercial posting to non-commercial news groups.
- 5. Effect posting which are directed to irrelevant, non-related or more than 15 groups simultaneously.
- 6. Post identical messages more than once irrespective of the number of news groups.
- 7. Falsify part of the header information for a news group with as only exception distorting a sender address to prevent spam ("munging"). The rules the Service Provider has stated on the Service Provider's website concerning this aspect form part of these Terms and Conditions. Each and every act forbidden by these rules is considered to be in contravention of the Terms and Conditions.

Article 6 WWW

1. The Service Provider retains the right to remove from the Service Provider's server all information produced by the Customer which, in all reasonableness, shall be considered offensive by members of the Internet community, is illegal or, according to national and international legislation (specifically but not only protected material). By

offensive is also understood advertising for a website as forbidden under articles 3 en 4 of the Terms and Conditions ('spamvertizing'), whereby it is irrelevant whether or not the website advertising via another ISP.

2. Repeated complaints can result in the Customer's Account being terminated and removal of the stored information without prior notification.

Article 7 Fair Use Policy

1. By using Internet services such as e-mail and visiting web sites, this results in a stream of data traffic over all the networks which together form the Internet. The Service Provider's Network is also part of this. The capacity of these networks is not unlimited and expansions are continually being realised to increase the capacity. To prevent excessive use of this capacity by a small number of users, this indeed occurs at the expense of other users, - the Customer should take account of that stated in the following paragraph.

2. Everyone who uses the Internet services in a normal manner will not exceed the Fair Use. In other words, normal usage will not lie far above the general average. Users which exceed the Fair Use and, by reason of this, can harm/hamper the service provision by the Service Provider, should search for a suitable solution in consultation with the Service Provider. If the parties cannot agree on a suitable solution, then the Service Provider can immediately suspend or terminate the Agreement, without the Customer having any right to compensation and/or reimbursement of payments already made.