

Versie 2.0

Supplementary Terms and Conditions Traditional Telephony Services

Article 1 Definitions

The terms given in capital letter in these General Terms and Conditions shall mean the following:

Connection Point	the network connection point at the Customer location where the hardware is connected
Supplementary Terms and Conditions	these Supplementary Terms and Conditions Traditional Telephony Services which, in the same way as the General Terms and Conditions, form part of the Agreement
Hardware	the equipment which is used by the Service Provider or made available on loan to the Customer for provision of the Traditional Telephony Service.
Customer Equipment	the equipment used in connection with the Traditional Telephony- Service which belongs to the Customer.
Line	the connection with the telecommunication network and/or rental lines

Network	the entire package of hardware, Connection Point, Line and any Hardware made available by the Service Provider which makes it possible for Customer to use the Traditional Telephony Service
Agreement	the agreement relating to the provision of Traditional Telephony Services as specified on the Service Order Form
Traditional Telephony Services	the telephone services on the telecommunication network offered to the Customer by the Service Provider by which outgoing and incoming local, regional, national and international telephone traffic is made available. Telephone traffic shall also mean facsimile services and, if applicable, dial-up data traffic at a maximum speed of 64 Kb per line

Article 2 Applicable terms and 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 provide the Telephony Services in accordance with the Agreement and to carry out its obligations in a sound and reasonable manner.
- 2 The Service Provider shall maintain a Customer Care department to answer questions and provide back-up support for the Services.

Article 4 Installation: Line, Connection Point and Hardware

- 1 The Service Provider shall only proceed with installing the Hardware should the Line be available The Service Provider and the Customer shall determine in joint consultation when the Hardware should be installed The Customer should co-operate fully in the installation of the Line and Hardware. Any costs incurred by the Service Provider due to inadequate 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 the Hardware installation. By signing, the Customer declares to be in agreement with the installation of the Hardware and following this then receives the Hardware on loan from the Service Provider unless otherwise agreed in writing. Use of the Telephony Services counts as a declaration on the part of the Customer stating 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 install, put into operation, maintain, check periodically, repair, alter/adjust, move or remove the Connection Point and the Hardware. The Customer shall grant the Service Provider or the third parties as intended access to the Connection Point and Hardware on the first request of the Service Provider.
- 4 The Service Provider may alter/change the type, software and/or specifications in respect of the Hardware in order to guarantee the quality of the service. The Service Provider shall hereby take into account the interests of the Customer.
- 5 In so far as the Customer is not the owner of the accommodation area in which the Connection Point, Line and Hardware are installed, placed or removed, the Customer shall indemnify the Service Provider against all claims from the owner or tenant of the afore-stated accommodation area relating to the installation, placement or removal of the Connection Point, Line and/or Hardware.

Article 5 General Obligations on the part of the Customer

- 1 The Customer shall use the Telephony Services in accordance with the Agreement and/or other (user) instructions issued by the Service Provider
- 2 The Customer shall use the Telephony Services in accordance with the Agreement and the legislation.
- 3 The Customer shall refrain from all acts which may be harmful for third parties, the Service Provider, the Network and/or the Service Provider's systems.
- 4 The Customer shall treat the Hardware with care and shall not commit any act whatsoever which could be expected to cause damage to the Hardware. The Customer shall not connect any equipment 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 Telephony Services. The Customer is responsible for all usage of the hardware and the Telephony Services even should this occur without the permission of the Customer.
- 6 At the request of the Service Provider, the Customer shall provide the Service Provider, at no cost, with all manuals or other materials including diagnostic software and any other own information relating to the Hardware in so far as this is of use or necessary for the Service Provider to provide the Telephony Services.

Article 6 Provision of Speech Telephony Services

- 1 The Service Provider can temporarily suspend the provision of Telephony Services in connection with (preventative) maintenance without the Customer having any right to (damage) compensation and/or reimbursement of sums already paid. On execution of the maintenance, the Service Provider shall take the interests of the Customer into account as far as possible.
- 2 In view of the complexity involved in the provision of the Telephony Services, the Service Provider cannot guarantee that the delivery of the Telephony Services will be free of interruptions. Should an interruption occur, the

- Customer has no right to (damage) compensation and/or reimbursement of sums already paid unless this is manifestly unreasonable.
- 3 Should the Service Provider, due either to direct or indirect regulation on the part of governmental bodies, find it necessary to deviate from provision of the Telephony Services as stated in the Agreement then the Customer shall not be permitted to terminate the Agreement on the basis of these changes other than as stated under article 11(4) in the General Terms and Conditions.

Article 7 Other Condition Speech-Telephony Services

- 1 The Telephony Services provided by the Service Provider are delivered over the network and/or over various infrastructure components including those possibly belonging to third parties.
- 2 The Telephony-Services refer to telephone and facsimile traffic from and to local, regional, national, international and global destinations In so far as telephone conversations are concerned, this also includes the Dutch emergency numbers.
- 3 The Telephony Services provided by the Service Provider do not include any apparatus/equipment unless otherwise specifically agreed. The Customer is responsible for ensuring that the necessary equipment/apparatus is available, unless the Service Provider can, if agreed, make Hardware available. Should the Service Provider install a new ISDN-2, ISDN-20 or ISDN-30 line, the Service Provider shall provide the Customer with an ISDN- module (“NT 1” or “NTU-box”). This ISDN-module is provided to the Customer on loan and shall remain the property of the Service Provider at all times.

Article 8 Use of Carrier Select and Carrier Pre Select

- 1 The Service Provider does not support any Carrier Select or Carrier Preselect codes from other parties on Service Provider's Network.

Article 9 Telephone numbers and Telephone Directories

- 1 The Service Provider shall make every reasonable effort to ensure that the Customer can retain telephone numbers (number portability) which have been allocated to the Customer by other operators (such as KPN Telecom) Should this not be possible, among other aspects on the basis of technology, amended legislation, rules or regulations or due to directives issued by an authorised (governmental) body, the Service Provider is entitled to change the telephone number following consultation with Customer. The Service Provider shall thereby always take the interests of the Customer into account.
- 2 Should the Customer not have an existing telephone number, the Service provider can arrange a telephone number for the Customer at the Customer's request. At the Customer's request, the Service Provider can also arrange for extra telephone numbers.
- 3 On termination of the Agreement, the Customer can request the Service Provider to allow the telephone number to be taken to another supplier with whom the Service Provider has a number portability agreement.
- 4 The Service Provider is legally obliged to provide relevant Customer information on request to the publishers of generally available telephone directories and providers of generally available subscription information services.
- 5 Should the Customer wished to be listed in telephone directories other than the standard directories and/or standard subscription information services the Customer is then responsible for the listing and is also responsible for any amendments and/or corrections.
6. Permission and the manner in which the Customer wishes to be listed in standard telephone directories and/or with standard subscription information services should be advised on the Service Providers form intended for this purpose. The details issued by the Customer for listing in the directories should be accurate and complete and not result in any breach of the rights of third parties. Should the details provided by the Customer be found to be inaccurate or incomplete, then the Service Provider shall request the Customer to provide

the correct and complete details. Should, for any reason whatsoever, the Customer's details not be (completely) correctly included in the telephone directories then the Service Provider shall make every reasonable effort to enter the correct details in the next edition of the relevant telephone directory. The Service Provider is not liable for incorrect listing of Customer's details in the telephone directory irrespective of the reasons, occasion or cause thereof.

Article 11 Costs and payment

- 1 The costs which are incurred for use of the Telephony Services can be split between user costs (the so-called "call minutes") and the (monthly) periodic charges. The Service Provider shall invoice the Customer for the fixed charges and any single payment charges due one month in advance. The sums relating to the user costs owed by the Customer shall be invoiced subsequently the following month.
- 2 The Service Provider shall collect the invoiced sums automatically by direct debit from the Customer's stated bank or giral account. The Customer shall sign a bank authorisation for this purpose and ensure that the balance on the account concerned is sufficient at the time of collection.

Article 12 Telephone confidentiality and privacy

- 1 The Service Provider guarantees telephone confidentiality, taking into account the special exceptions according to the law and shall always comply with all applicable legislation relating to this aspect.
- 2 The Service Provider shall, at the written request of the Customer, block the number display relating to the Telephony Services and/or listing of Customer's telephone number on third party's accounts and/or the display of the Customer's telephone number in telephone directories or advised through information services.

Article 13 Suspension and termination of Agreement

- 1 The Service Provider can, in addition to the grounds as stated in the General Terms and Conditions, temporarily or partly suspend the provision of Telephony Services for the security and integrity of the Hardware and/or the Network. In such cases, the Customer does not have any right to compensation and/or reimbursement of already paid sums. Any reconnection charges as a result of this suspension are, in accordance with this article, for the account of the Customer.

- 2 The Customer shall pay a fee to the Service Provider for the disconnection and removal of the stated Hardware made available to Customer.