

# **General Terms and Conditions**

for fixed and mobile  
telecommunication services

**Version**  
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These are the General Terms and Conditions for fixed and mobile telecommunication services of KPN B.V.

In this document you will find the rules that apply if you purchase a fixed or mobile telecommunication service from us.

**These General Terms and Conditions consist of 3 parts:**

- Information that applies for every service that you purchase from us
- Information that only applies for your fixed connection
- Information that only applies for your mobile connection

**Codes of conduct**

For some services, special codes of conduct will also apply in addition to these General Terms and Conditions. These are codes of conduct of other parties which we have to comply with. For example, the Paid SMS and Mobile internet Services Code of Conduct (Gedragscode voor betaalde sms- en mobiele internetdiensten). You can find these codes of conduct on our website.

**The rules that apply if you purchase a product from us**

Are you a consumer and did you purchase a product from us? Or did you purchase a digital service or digital content from us? In that case you have a statutory right to the conformity of that product or service. This means that by law the product, digital service or digital content purchased by you has to conform to the expectations that you were entitled to have on the basis of the agreement.

**More information**

You can find more information about our products and services and the applicable tariffs on our website. We recommend that you regularly check the information on our website. Have you got any questions about our products and services or these conditions? Then get in touch with our Customer Services department.

**Our website**

At various places in these conditions we refer to our website for more information (in Dutch).

Are you a KPN customer? Visit [www.kpn.com](http://www.kpn.com)

For Simyo, go to [www.simyo.nl](http://www.simyo.nl)

**Translation**

In the event of inconsistency or discrepancy between the English version and the Dutch version of these General Terms and Conditions as made available by KPN at [www.kpn.com/voorwaarden](http://www.kpn.com/voorwaarden), the Dutch version shall prevail.

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You can also contact us via our website. For more information, go to [www.kpn.com/service](http://www.kpn.com/service)

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# Information that applies for every service that you purchase from us

## 1 If you want to enter into an agreement with us

### 1.1 How do you enter into an agreement with us?

All offers made by us, for example in our stores or on our websites, are without obligation. If you request a service, that does not mean you have entered into an agreement with us.

Did you request a service for which we send you a recurring invoice (monthly or otherwise)? We consider this a subscription. The agreement for a subscription will only have been concluded if we have sent you a confirmation that we have accepted your request for services. An agreement for Prepaid mobile, which you pay for with prepaid credits, is not a subscription. Your agreement for Prepaid mobile will be concluded as soon as you use the service for the first time.

### 1.2 Verification of your identity

Before we approve your application for a subscription, we will have to assess it first. As part of our assessment procedure, we might ask you to confirm your identity or provide other details so that we can decide whether or not to approve your application. Are you making an application (jointly) on behalf of another person? For example, on behalf of somebody else (a natural person) or on behalf of a company (a legal entity)? Then you will have to prove that you have representative authority. That means we can ask you to provide a recent extract from the Chamber of Commerce (Kamer van Koophandel).

### 1.3 Risk assessment and security

Before we approve your request, we might have to carry out a risk assessment first. That means we will check, among other things, your credit status. We will carry out this check based on our own information and information provided by other companies. You can find more information about this in the Privacy Statement on our website.

If there are facts or circumstances that cause us to doubt whether or not you will be able to pay our invoices, we can ask you to provide security. For example, if you do not have a permanent home address or business address in the Netherlands. This security can be in the form of a surety, a bank guarantee, or a deposit.

### 1.4 When will we refuse a request for services?

In any case we may refuse your request for a subscription if:

- The risk assessment shows that there are risks which we are not willing to accept
- You do not have independent legal capacity. Or if you did not provide us (on time) with the details we asked for so we could decide whether or not to approve your application
- We asked you to provide security, but you did not provide it
- You did not fulfil an obligation under these General Terms and Conditions. Or if we have reason to believe that you might not fulfil such an obligation, and therefore we are justified in refusing your application
- You have not fulfilled your obligations under earlier contracts with us
- Your connection to the network is not possible due to technical or economic reasons. For example, if you live in an area where we cannot supply the service

Some services can only be rendered if you have a suitable connection and the right equipment. For example, you will need to have a suitable internet connection in order to use our television services. We will tell you if that is the case for a particular service. We can also set a maximum limit on the number of connections that you can purchase from us. In that case, we can refuse your request for services if you do not have the necessary connection or equipment for the provision of the service, or if you want to purchase more connections than the maximum limit set by us.

If we refuse your application, you can ask us to explain the reason why.

### 1.5 Cooling-off period if you enter into your contract via the internet, by telephone, or on the street

Are you a consumer and did you enter into your agreement some other way than in a store, for example by telephone, via the internet, or on the street? Then by law you have a cooling-off period of 14 days. That means you can cancel the contract within 14 days if you want to, without having to explain why. You can do that, for example, by contacting our Customer Services department or online via our website.

**The cooling-off period of 14 days will start:**

- For a contract for a service, on the day on which the contract was concluded
- For a consumer purchase, on the day on which you received the (last) product
- For an agreement for both a consumer purchase and the supply of services (e.g., a mobile subscription with a mobile phone): on the day on which you received the (last) product

The cooling-off period of 14 days does not always apply. This depends on the type of service you ordered. We will tell you whether the cooling-off period applies during the ordering process.

Do you want to cancel the contract within the cooling-off period of 14 days and did we already incur costs for the services we have provided? Then we will invoice you for these costs. These costs can include return, installation, usage, and subscription costs for the period that you have used the service.

## 2 When will the service be activated?

We will make sure the service is activated as quickly as possible after we have entered into the contract with you. However, we might have agreed to activate the service on a specific date. In the case of a mobile service, the service will usually be activated immediately after the contract has been concluded. You can find the conditions and the supply periods for services over a landline in the section on fixed connections in these General Terms and Conditions.

Sometimes a service might be activated before we have definitively accepted your request. This is known as conditional acceptance. We can restrict the functionalities of the service until we have definitively accepted your application. For example, we can block calls to numbers for which substantial fees apply.

## 3 How long will your contract last for?

A contract for a subscription has a minimum term of one year, unless we have agreed otherwise with you. At the end of the minimum term, the contract will be automatically converted into a contract for an indefinite period. In the case of a contract for Prepaid mobile, the contract will by default be for an indefinite period.

Sometimes you might only be able to purchase an additional service from us if you have already purchased a particular standard service. The optional service will then have the same term as the standard service, unless we have explicitly agreed otherwise with you. The optional service will automatically end when the main service ends.

## 4 Information about your telephone number

### 4.1 Statutory rules

The use of telephone numbers is regulated by certain legal provisions. These provisions are set out in the Number plan for telephone and ISDN services (Nummerplan telefoon- en ISDN-diensten). For example, according to these provisions, 06 numbers can only be used for mobile telephony and not for automated applications. Automated applications include, for example, smart energy meters, navigation systems, and dongles to make internet connections for a laptop or tablet. You are not allowed to use a number in a way that is against the legal rules. Do you want to use your connection for an automated application? Then we can impose certain measures. For example, we can convert your 06 number into a number that is suitable for this type of application, such as a 097 number.

### 4.2 Change of number

We can change a telephone number if:

- Changes are made in a national number plan
- The Authority for Consumers & Markets (Autoriteit Consument en Markt) changes the way numbers are assigned
- Changes are made to a service and/or a mobile network
- A number change is necessary for other reasons

If we change a number we will inform you three months in advance, unless that is not possible.

#### **4.3 Telephone directories and number information services**

Do you use one of our fixed or mobile telephone services? Then you can be listed in the (paper or electronic) telephone directory and included in number information services. If you want to change your listing, then you can do this by going to [mijnnummervermelding.nl](http://mijnnummervermelding.nl)

We are not responsible for the number information services. In the event of an incorrect or unlawful listing of your number, you will have to contact the provider of the number information service.

## **5 Information about availability, maintenance and loss of service**

### **5.1 Availability and functioning of the service**

We use commercially reasonable endeavours to make sure that our services are always functioning as well as possible. However, it is technically impossible to prevent outages or degradation of our services all the time. Sometimes it can take longer to fix an outage. For example, if an underground cable is accidentally broken or there is a technical failure. During this period, you might not be able to use certain services via your mobile and/or fixed connection, such as internet, telephony, or TV. In that case you might be entitled to receive compensation for loss of service in accordance with statutory law. You can read more about this below.

In many cases, you will need certain equipment in order to be able to use our services. Your ability to use certain functionalities of our services might depend on the capabilities of your equipment. For example, you will only be able to watch HD quality television if you have an HD TV. Or you might have a slow internet connection if your tablet has an outdated Wi-Fi chip.

Some services are dependent on wireless signals that are broadcasted and received by antennas. For example, wireless TV via Digital Video Broadcasting (DVB) or mobile telecommunication services. The quality of these services may vary, depending on location and time. Reception of the signal is dependent on several different factors, among which the radio coverage, the device used by you, the traffic on our network, your location, and the proximity of buildings or other structures. For example, the signal may be disrupted by another device or a structure, as a result of which the service is rendered (temporarily) unavailable.

### **5.2 Maintenance**

If we carry out maintenance work on our network, we might need to temporarily shut down (a part of) our electronic communications network. This may have consequences for you, for example because you might not be able to use part or all of your service temporarily. Of course, we will use commercially reasonable endeavours to keep any loss of service to a minimum. What if we need to shut down the network and this will have noticeable consequences for you? We will let you know in advance, unless that is not possible.

### **5.3 Loss of service**

What should you do if your service is not working properly? Let us know as quickly as possible. As soon as we know about any outages, we investigate them and try to fix them as quickly as possible. It is possible that we might need your cooperation to carry out our incident analysis. In that case, you will be obligated to provide this cooperation.

We will pay for the cost of an incident analysis and the fixing of an outage. What if our analysis shows that the fault was in equipment that you have connected to our network that was not supplied by us? Or if you caused the fault, by some action of yours or something that you are accountable for? Then we can charge you for the repair costs.

### **5.4 Statutory compensation after a loss of service**

What if you are unable to use a public electronic communications service provided by us due to an outage in our network that lasts for a consecutive period of more than 12 hours? Then you will be entitled to receive statutory compensation. For each period of 24 hours that the disruption lasts, the statutory compensation is a minimum of 1/30th of the fixed monthly charge that you pay to us. Or, if you do not pay a fixed monthly charge, a minimum of € 0.50 per 24 hours. The minimum compensation in all cases is € 1.00. We are not obligated to pay compensation if the outage is a result of flooding, a terrorist attack, or war. You can find more details about your right to compensation, and how you can apply for compensation, on our website by searching for 'vergoeding storing'.

## 6 What if we make changes to a service or to the network?

We may change and/or discontinue a service for business reasons. We may also do this in order to comply with (legal) rules. And/or so that the service meets modern standards and current technical requirements in accordance with the state of the art.

We will use commercially reasonable endeavours to carry out any changes without any consequences for the service and the equipment used by you. If this is not possible, and we think the changes will have consequences for you, we will let you know beforehand. We will do this as early as possible, and in any case at least one month in advance.

If we are planning to discontinue a service, we will let you know as quickly as possible. We will always inform you at least one month in advance. If we think a change might have major consequences for you, we will try to let you know even earlier. In that case we will inform you at least 3 months in advance. If possible, we will offer you an alternative service. Your contract with us will end no later than the date on which we discontinue the service.

## 7 What you need to know when you use the service

### 7.1 You are responsible for the use of your service

If you purchase a service from us, you are responsible for the use of that service. You will still be responsible even if somebody else uses the service without your knowledge and/or without your permission. You will have to pay all the costs for the use of the service.

If you use your own devices to make a connection to our (telecommunication)services, like telephony, internet and TV, you have to make sure these devices comply with the technical requirements published on our website. You can find these requirements by searching for 'eigen apparatuur'.

What if your use of the service causes a disruption in the electronic communications network? Or if this is caused by equipment that you have connected which was not supplied by us? For example, because your devices cause an outage, there is an impact on the security of our network or other users experience nuisance? Then we have the right to suspend or terminate your connection to our network and suspend or terminate the service rendered. We will do so in accordance with the applicable statutory provisions. You are also obligated to follow the instructions that we give you. If these instructions have financial consequences for you, you have to accept them.

### 7.2 The code of conduct that you have to comply with

It is important that you comply with the following rules:

- Our services are intended for your own personal, reasonable, and normal use. By that we mean personal use for your own private purposes. Or if the services are intended to be used by business customers: for normal business use. We expect that you will only use our services in this way

- You are only allowed to connect equipment that satisfies the legal requirements that apply for the relevant devices. For example, requirements in relation to security. If you connect your own devices to our network they also have to comply with the requirements published on our website. That way you will not endanger the functioning of our network
- We expect you will always treat our staff with respect
- We expect you will not use the service in a way that is illegal or unlawful towards us and/or any other person or company. Illegal and/or unlawful use includes in any case:
  - The sending of spam
  - The dissemination or distribution of child pornography or other illegal pornography
  - The spreading of (computer) viruses or other files that can harm the (proper) functioning of our software or the software of others
  - To make threats against other people
  - Illegal downloading
  - Using somebody else's address without their permission to make it look like you are the sender of a certain message
  - The harassment of other people or the infringement of the rights and personal privacy of other people
  - Causing disruptions or nuisance
  - Hacking
  - Infringing our intellectual property rights and/or the intellectual property rights of third parties
  - Using your number in a way that is against the legal rules that apply to the use of numbers

We can take certain measures if you do not comply with these rules. These measures can include the temporary suspension of the service or the termination of the contract.

## 8 Reporting unlawful information on the internet or telephone nuisance

### 8.1 Unlawful information on the internet

If you take notice of any unlawful or illegal information on the internet, you can report it to us. If someone else has a complaint about unlawful or illegal information that you have spread, he/she can report it to us. All complaints on these subjects will be dealt with in accordance with the procedure in the Notice-and-Take-Down Code of Conduct (Gedragcode Notice-and-Take-Down). In that Code of Conduct, it describes the procedure that we will follow and the measures that we can take if a complaint is made. For example, we can block or remove certain information. Or, subject to certain conditions, we can disclose your name and address to third parties. You can find the Code of Conduct on our website.

### 8.2 Telephone nuisance

If somebody is harassing you by telephone, you can report that to us. Likewise, if you are harassing somebody else by telephone, then they can report this to us. These reports will be dealt with in accordance with the procedure that is posted on our website. You can find this procedure by searching for 'telefonische overlast'. The procedure describes the steps we will take if we get a report. It also describes the measures we can take. For example, we can disclose the details of the person who is causing the harassment to the person who has made the report. This can include details of their name, address, and telephone number. If the calls are made using the electronic communications network of another provider, then we can only give you these details if the other provider cooperates. We can charge an administrative fee for the provision of these details.

## 9 Tariffs and charges

### 9.1 Our tariffs

You will have to pay the applicable tariffs for the services that you purchase from us. You can find more details of our tariffs on our website by searching for 'tarieven'. The tariffs can consist of the following amounts:

- A one-off amount, for example connection charges or activation charges
- An amount that you pay recurrently, often monthly, for example subscription charges
- Charges for the use of the service, for example if you make calls outside your bundle amount

The amounts that are due will be calculated based on our administrative records, unless you can provide evidence to show that our records are inaccurate. We calculate our charges with the appropriate due care that you may expect from us.

We are entitled to index our tariffs annually with a maximum of the Consumer price index of Statistics Netherlands (CBS). The inflation rate percentage is published in this index.

The period we use to calculate the inflation rate percentage and the date on which we apply the index vary depending on the type of service you purchased from us.

If we index our tariffs for mobile services this will take place on 1 October. The inflation percentage will be calculated over the previous period of 1 July to 30 June. By mobile services we mean telecommunication services that we supply using our mobile network en that are suited to use out of home. For example, mobile subscriptions with internet and/or telephony and SMS services. The indexation only applies for you if you have been a customer for longer than three months on the date the tariffs are indexed.

If we index our tariffs for other services this will take place on 1 July. The inflation percentage will be calculated over the previous period of 1 January to 31 December. This applies to, among others, fixed telephony, fixed internet, TV and Digitenne. The indexation only applies for you if you have been a customer for longer than three months on the date the tariffs are indexed.

The tariffs will not be adjusted if the Consumer price index of Statistics Netherlands is negative.

### 9.2 If your subscription starts between 2 invoice periods

We have fixed invoicing periods. If the date when your service is activated lies between 2 invoicing periods, we will charge you 1/30th of the monthly amount for each day. Your bundle amount is calculated by taking into account how many days there have been between the date when the service was initially activated and the date of your next invoice. Say, for example, your subscription starts on the 16th, and the invoice period runs from 1st day to the last day of each month. Then for that month you only have to pay for the period between the 16th of that month and the 1st of the following month, and you will get additional bundle amount for that period, unless we have agreed otherwise with you.

### 9.3 Charges for the services of other companies

Our invoice can also include charges that you have to pay for the use of services of other companies. In that case, we will make sure you do not have to pay such other companies also.



## 10 Payment

### 10.1 The invoice

We will provide you with a digital invoice at the same time every month, unless we have agreed otherwise with you. We can charge you an administrative fee if you want to get the invoice in a different way. For example, if you want us to send you the invoice by post.

### 10.2 Payment by direct debit

The amount that you have to pay will be debited from your account via a direct debit order. Unless we have agreed otherwise with you. The date when we will debit the invoice amount will be stated on the invoice.

We can ask you to pay one-off charges and subscription charges in advance. In special cases, we can ask you to pay certain amounts before the due payment date. For example, if you have used a certain service a lot more than average over a short period.

### 10.3 Payment period

The payment period is stated on the invoice. If no payment period is stated, a period of 21 days after the invoice date will apply by default.

### 10.4 If you do not pay on time

If you have not paid by the end of the payment period, you will be sent a payment reminder. What happens if you have not paid by the date specified in the payment reminder? Then we may block the service. We can also charge you statutory interest and debt collection costs. What happens if the direct debit order is declined multiple times? Then we can ask you to pay in a different way. There might be extra charges that apply, which you will have to pay.

### 10.5 What you should do if you do not agree with our invoice

Do you think we have charged you the wrong amounts as indicated on our invoice? Then you have to let us know within 30 days of the invoice date. If you do not object within 30 days, then we will assume that you agree with the invoice. Are you a consumer? And were you unable to find out that an invoice was wrong within 30 days? Then you will be allowed to make an objection after the lapse of 30 days.

If you make an objection against an invoice, you can only suspend the payment of that part which you do not agree with. You have to pay the rest of the invoice on time.

What if this is not the first time that you have objected to an invoice? And every time the invoice turned out to be correct? Then we may ask you to pay for the cost of verifying your invoice.

### 10.6 If we are not sure if you can pay

We can ask you to provide security if we have good reasons to doubt that you will be able to pay your invoices (in the future). That means we can ask for, for example, a surety, a deposit, or a bank guarantee. A good reason might be, for example, that you have not paid previous invoices. Or if you have to pay a lot more than average for the use of a service within a short period. If we ask you to provide security you must provide the requested security to us within the set period.

### 10.7 Payment conditions for Prepaid

Different payment terms and conditions apply for Prepaid. You can find more information about the conditions for Prepaid and our rules for Prepaid credits in the chapter 'Information about Prepaid mobile' of these Terms and Conditions.

## 11 Temporary suspension of the service

What happens if you breach the agreement? Then we may temporarily suspend the service. We will only do this if we have a good reason. We will tell you about this in advance, unless we cannot reasonably be required to do so.

We will reactivate the service if you subsequently fulfil your obligations within the period set by us. In that case we can charge you for costs related to reactivating the service.

You will still be obligated to pay the agreed amounts even if we temporarily suspend the service.

## 12 Changes to your agreement

### 12.1 Changes made by us

We can make changes to the agreement, including the applicable terms and conditions and the agreed tariffs. If we make a change we will inform you at least 1 month in advance. We will also inform you on the reasons for that change.

### 12.2 If you want to change your subscription

During the minimum term of your contract, you can only change your subscription with our permission.

### 12.3 Moving home

You have to tell us about any changes in your (billing) address as quickly as possible.

## 13 Termination or cancellation of your subscription

### 13.1 Termination at the end of or after the minimum term of your subscription

You can terminate your subscription at the end of the minimum term of the contract. You will have to take into account the period of notice. The period of notice for a subscription is one month. For example, if the minimum term of your subscription ends on 1 November, then you have to give notice of termination by 1 October at the latest. If you fail to do this, then the contract will be automatically extended. After the minimum term, you may terminate the contract monthly. You may cancel Prepaid mobile whenever you want.

### 13.2 Early termination

You can only terminate the contract before the end of the minimum term:

- If we make changes to the contract or to the tariffs by virtue of which you may terminate the agreement. You can read more about this below
- If we fail to fulfil our obligations and the failure is so severe that you can reasonably terminate the contract
- If you purchase a public electronic communication service, such as internet or (mobile) telephony, and the actual quality of the service is consistently lower than the level that had been agreed with you
- If you move to a place where we cannot supply the service or a similar service
- In the event of your death

If you terminate the contract, you will lose any credit that you might still have. For example, your bundle amount.

### 13.3 (Early) termination if you do not agree with a change

What can you do if we make changes to the contract or to the tariffs and you do not agree with these changes? Then in many cases you will be entitled to terminate the agreement free of charge, in writing or by contacting our Customer Services department. In such cases, the contract can be terminated as of the effective date of the relevant changes. However, the notice of termination must be received by us before the effective date of the change.

You cannot terminate the contract (early) if:

- The change will not have any consequences for you or is to your advantage
- You may reject the change
- The change was agreed with you when the contract was concluded. For example, if you agreed to a periodical adjustment of the tariffs in line with inflation
- The change has to be made in order to comply with government regulations
- In other cases where this is not compulsory under the law

### 13.4 Switching to a different provider

What if you switch to a different provider and you want to take your telephone number with you? You can keep your telephone number if the provider you want to switch to offers number porting for the service you want to switch to.

What if you switch to a different provider using the switching service of that provider? Then your contract with us for the service you want to switch from will end no later than the date on which your new provider confirms that the new service has been activated. What happens if you terminate the contract without using the switching service? Then your contract will end on the termination date.

If you switch provider or terminate your contract during the minimum term of your contract, we can charge you an early termination fee, consisting of the subscription costs for the remaining term of your contract.

### 13.5 Switching from a different provider to us

What if you switch from a different provider to us by using our switching service? That means you authorise us to terminate your contract for the services you are switching from with your previous provider, and to arrange the switch for you. If you switch and the contract with your current provider has not yet expired, you have to take into account that your current provider might charge you an early termination fee for the remaining term of your contract.

What if you want to keep the telephone number that you had with the other provider? If we offer number porting for the service that you are purchasing, you can apply to us for number porting. That means you will authorise us to transfer your telephone number from your current provider, and if you want us to, we will also terminate your contract with your current provider.

You can find more information about number porting on our website by searching for 'nummerbehoud' or 'overstappen'.

### 13.6 When are we allowed to terminate the contract?

We may terminate your subscription at the end of the minimum term of the contract, and at any time after that. We will have to take into account the period of notice if we do this. The period of notice for a subscription is one month. We can cancel Prepaid mobile at any time.

We can terminate the contract before the end date if:

- You are declared bankrupt or you apply for a suspension of payments
- You have made an application under the Debt Management (Natural Persons) Act (Wet Schuldsanering Natuurlijke Personen)
- You do not have independent legal capacity, you have been placed under guardianship, or you no longer have control over your finances for some other reason
- You have not fulfilled your obligations under this contract or another contract with us, and therefore we can reasonably terminate the contract
- You have received a payment reminder from us, but you failed to pay the relevant amount within the set period

If we terminate your contract before the end date because you have not fulfilled your obligations or failed to make payment, we can charge you for the costs of the remaining minimum term of your subscription.

If we discontinue a service, the contract for the service will end no later than the date the service ends. The contract cannot continue if the service has been discontinued.

## 14 The rules on your liability and our liability

### 14.1 When are we liable?

We are only liable for damages that arise due to a shortcoming that is attributable to us under the law or generally accepted practices.

We will only be liable in the situations described below. Furthermore, the amounts specified below will apply. It may be possible that multiple customers suffer damages due to a single event. In that case, we will only pay damages up to the maximum amount specified per event. The amount of compensation to be paid will then be divided up proportionally. Each customer will then be compensated for the same percentage of their damages.

- Damages suffered as a result of death or personal injury, up to a maximum amount of € 1,500,000 per event
- Damages suffered because we acted in contravention of Articles 273d and 273e of the Dutch Criminal Code (Wetboek van Strafrecht). These articles relate to breaches of the privacy of digital correspondence. The maximum amount is € 1,500,000 per event
- Damages caused to your property by work activities that we have to carry out in order to perform the contract. The maximum amount is € 500,000 per event
- Damages because a service was suspended or was not available without a legitimate reason. The maximum amount per customer is € 2,500, up to a maximum of € 1,000,000 per event
- Damages resulting from an incorrect or inaccurate listing of your details in telephone directories or number information services. The maximum amount per listing is € 2,500, up to a maximum of € 1,000,000 per event
- Damages resulting from other administrative errors than those described above. The maximum amount per connection is € 2,500, up to a maximum of € 1,000,000 per event

What if we cause damages deliberately or through intentional misconduct even though we knew this would result in damages? In that case we will be liable for the full amount of the damages.

### 14.2 When are we not liable?

We are not liable for any damages that are not described above. What if you use the service for purposes regarding your, trade business, craft or profession? Then we will not be liable for such damages as loss of profits or lost savings, loss of data, underutilisation of personnel, impairment of goodwill, or fines and charges that you have to pay to others.

We cannot be held liable for any failures of other providers. This includes, for example, providers of networks and services which our mobile networks are directly or indirectly connected to. It also includes providers of content services, such as apps and television services.

### 14.3 When are you liable?

You are liable for damages that have to be compensated by law and that arise due to a breach, unless that breach is not attributable to you under the law or according to generally accepted practices.

If you are a consumer, a different rule applies for operating losses or consequential damages we suffer. By operating losses or consequential damages we mean, for example, loss of profits, lost savings, and damages incurred indirectly. You are only liable for these damages if they are caused deliberately or through intentional misconduct even though you knew that your conduct would cause damages.

What if other people think they are entitled to compensation because they made use of your services? Then you will indemnify us against such claims.

#### 14.4 Reporting damages

You have to report any damages to us in writing as quickly as possible, and no later than four weeks after you could have discovered this damage. You will no longer be entitled to any compensation if you do not report the damages within that period. This does not apply if you are

a consumer and you were not able to report the damages on time or in writing for a valid reason. Furthermore, if you are a consumer and you purchase a product from us (e.g., a mobile phone), you must report any damage to us in writing within two months after you have discovered the damage.

## 15 Force majeure

We are not bound to fulfil our obligations if we cannot do so for reasons of force majeure. We may (temporarily) suspend our services in such cases.

There will be a case of force majeure if we are not able to fulfil our obligations due to:

- Trade restrictions, such as trade sanctions and embargoes
- Acts of government
- War, revolution, terrorism, or other states of emergency
- Power failures
- Failures in (our) communication equipment caused by cable damage, fire, explosion, water damage, or lightning strikes

- Natural disasters, such to include flooding and earthquakes
- If our suppliers or their suppliers are not able to fulfil their obligations due to force majeure

During the period in which we have invoked force majeure, you will not be obligated to pay for the purchased services.

If the force majeure lasts longer than 60 days, we will have the right to terminate the agreement. In that case, we will inform you about this in writing.

## 16 Assigning the agreement

You can only assign your agreement and the rights and obligations thereunder if we give our written permission for the assignment. We can make this permission subject to certain conditions.

We can assign your agreement, and the rights and obligations under the agreement, without your permission in connection with the transfer of (a part of) our business.

## 17 What to do if you have a complaint

Are you a consumer? If you have a complaint about how the contract was concluded or carried out, then you may submit your complaint in Dutch to the Disputes Committee for Telecommunication Services (Geschillencommissie Telecommunicatiediensten). You can only do this within 12 months after the dispute has arisen. Before you submit your complaint to the Disputes Committee for Telecommunication Services, you have to submit the complaint to us first. You can find more information about how to submit a complaint on our website by searching for 'klacht'. If you do not submit your complaint to us first, then the Disputes Committee Telecommunication Services will not take your complaint into consideration. We can only submit a dispute to the Disputes Committee for Telecommunication Services if you agreed to that.

The Disputes Committee for Telecommunication Services settles disputes in Dutch in accordance with its dispute arbitration procedure. You can get a copy of the procedure on request. The decisions of the Disputes Committee are binding. This means you cannot appeal against a decision of the Disputes Committee for Telecommunication Services. However, you can ask the competent court to make a ruling on the binding decision afterwards. If you have referred a dispute to the Disputes Committee for Telecommunication Services, you will have to pay a fee for this.

You can contact the Disputes Committee for Telecommunication Services at PO Box 90600, 2509 LP The Hague, The Netherlands, or via the Online Dispute Resolution platform. You can find more information at [degeschillencommissie.nl](https://degeschillencommissie.nl) and [eccnederland.nl/nl/online-dispute-resolution-odr](https://eccnederland.nl/nl/online-dispute-resolution-odr). You can also submit a dispute to the competent court. You can choose if you want to submit a dispute to the Disputes Committee or to the competent court. Your contract is governed by Dutch law.

## 18 How we process and protect your personal data

We process your data to render our services. For example, your personal details, traffic data and location data. We will do this in accordance with the applicable (data protection) laws and regulations.

The way we process and protect your personal data, and which choices are available to you, is explained in our Privacy Statement. You can find the Privacy Statement on our website via [kpn.com/privacy](https://kpn.com/privacy) We might update the Privacy Statement from time to time in response to new developments. We therefore recommend that you read the Privacy Statement frequently.

## 19 The security of our services

### 19.1 What security measures do we take to protect you?

We take all technical and organisational measures that are necessary to provide the best possible security for our network and our services.

If necessary, in order to protect the security of our network and our customers, we might have to (temporarily) restrict access to our services. For example, if malware has been installed on your equipment or if your equipment has been taken over by an unauthorised user. We can then restrict your access to the internet so that others cannot use your internet connection for unauthorised purposes. In that case, for example, you might only be able to visit websites that will help you to remove the malware. We can also (temporarily) block outgoing email messages that are sent from your internet address. We might do this, for example, if unsolicited emails have been sent using your internet connection or if we have received complaints about this. We will always tell you beforehand if we are going to do this, unless the urgency of the situation means we have to take immediate action.

We filter email messages for spam and viruses. If we have reason to believe that an email intended for you is spam or contains a virus, then we can temporarily move and/or delete this email. We will do our best to filter out all spam and viruses in emails intended for you. We will also do our best to only move and/or delete spam emails or emails that contain viruses. We cannot guarantee that all spam messages and viruses will be moved or deleted. Or that emails that are not spam or do not contain viruses will never be moved or deleted.

What if you purchase a service from us? Then you give your consent for us to use software to filter emails addressed to you for spam and viruses.

### 19.2 What security measures can you take yourself?

We offer a range of different telecommunication services. If you use these services, security risks might be involved. For example, because of the security features of the equipment that you use. You can find an up-to-date overview of all the main risks and advice about how to reduce the risks on our website. It is up to you whether or not you follow our advice.

An overview of the most common privacy and security risks associated with (your connection to) the internet is provided below.

- Spam: receiving or (unknowingly) sending large numbers of unsolicited messages
- Botnet, zombie: your smartphone, computer, laptop, or tablet is taken over by an unauthorised user
- Phishing: receiving or (unknowingly) sending software in order to steal your personal information. For example, your bank account details, PIN code, or login name
- Spyware: receiving or (unknowingly) sending software that can be used to spy on you or to track you online
- Trojans and other malware: receiving or (unknowingly) sending software in order to disable your smartphone, computer, laptop, or tablet so that data is lost or can be seen by other people
- Wireless router security: undesired use of a wireless internet connection by other users. As a result, your internet connection could be used for illegal or other undesirable activities. Or other users might be able to get access to your computer, laptop, or tablet
- Identity theft: the use of your identity by other people who know, for example, your password, email address, full name, home address, place of birth or date of birth
- Undesirable websites: access to or unwanted displaying of undesirable websites. For example, websites that are not suitable for children

# Information about your fixed connection (telephone, internet, and TV)

## 20 Supply of a fixed connection (landline)

We will supply a service that is rendered via a landline as quickly as possible. The supply period will depend on your specific circumstances. You will get more information about this when your request for a service is accepted.

Sometimes, before we can supply a service over a landline, we might need your cooperation. For example, because we need to get access to the location where we have to install

the line. You are obligated to provide this cooperation. If we cannot supply the service (on time) because you did not cooperate, or not sufficiently, you will have to pay for the cost of any delays. That means you will have to pay the subscription charges from the date on which the service could have been supplied if you had cooperated.

## 21 Connection charges

If we supply a service with a landline, we can bill you for the connection charges. This is a standard charge, and you can find more information about our charges on our website, by searching for 'tarieven'. The amount of the connection charge will depend on the service.

What happens if we have to make high costs to supply the service? And these costs are much higher than average? Then we can ask you to pay a higher charge. We will tell you beforehand if we are going to do this.

## 22 When you lease or loan equipment from us

### 22.1 The rules that apply to the use of leased or loaned equipment

Any equipment that we lease or loan to you will still belong to us. For example, a modem or a TV receiver. You are only allowed to use this equipment for the service being provided.

We expect you to take good care of all the equipment that you have leased or loaned. That means, among other things, that you make sure the equipment does not get damaged and you will not make any changes to the equipment. Furthermore, you must not allow anybody outside of your household to use the equipment. You are responsible if any damage is caused to a device.

Repairs to equipment are only allowed to be carried out by us or a company engaged by us. If equipment needs to be repaired because you did not keep to our rules, you will have to pay the cost of the repairs or replacement.

What if somebody else says the equipment belongs to them? Or they want to impose an attachment or other measures? Then you have to tell us about this immediately. You also have to tell the other person that the equipment belongs to us.

### 22.2 Returning leased or loaned equipment at the end of your subscription

What will happen when your agreement ends? Then you will have to return the leased or loaned equipment to us in an undamaged condition within one month. You can find more information about how to return equipment on our website by searching for 'apparaat terugsturen'. If you do not return the equipment, then we can charge you monthly rental costs until you return the equipment to us. If you have not returned the equipment within three months after the end of the contract, we can charge you for the replacement value of the equipment.

If we give you our equipment, then we can ask you to pay a security deposit. What will happen if we get the equipment back at the end of your contract in an undamaged condition? Then we will pay the security deposit back to you. We will only pay interest on the security deposit if we have held the security deposit for longer than one year. In that case, we will pay annual interest equal to the statutory interest rate, minus 3%.

# Information about your mobile connection

## 23 Specific features of mobile telecommunications

Mobile telecommunications take place entirely or partly by radio waves. You will therefore have to accept that it is possible for somebody else to intercept the communication. We use certain technologies and support technical standards of the mobile networks we use in order to protect the communication from being intercepted by others.

With mobile telecommunications, the process of making a connection and the quality of a connection might not always be the same in different places and at different times. These differences might depend, among other things, on the mobile devices being used and the radio coverage of the mobile network being used.

The radio coverage can be influenced by the location of a building, or where you are in a building, among other things. Furthermore, the quality of mobile telecommunications can also be influenced by atmospheric conditions.

If necessary, in order to prevent our network from becoming congested, we can give priority to certain types of traffic. The guiding principle for this is that all traffic of the same type will be given the same level of priority. We will do this in accordance with the applicable laws and regulations on network neutrality.

## 24 Your SIM card or e-sim

### 24.1 Using your SIM card

You will get a SIM card if you need one in order to use the service. The SIM card will still belong to us. What happens if we change the technical specifications of your SIM card? Or if your SIM card is outdated? Then we can swap your SIM card for a new one. We can also change the technical specifications or the configuration of your SIM card (remotely).

We can install security codes for the use of, access to, and the payment of charges for certain services and/or content of other providers.

You have to protect the SIM card as much as possible against unauthorised use, theft, or damage. You have to keep the security codes of the SIM card secret. You must not keep them on or near the SIM card. As soon as your contract for a mobile service ends, you have to make sure the SIM card is unusable. For example, by cutting the SIM card in half.

### 24.2 Blocking of the SIM card if it is stolen or lost

If your SIM card is stolen or lost, or if you think somebody else is using the SIM card or the security codes without your permission, you can ask us to block your subscription. You can do this 7 days a week. We will then block your subscription as quickly as possible. Until your SIM card is blocked, you will have to pay the charges for the use of your connection. You will not have to pay any charges for the use of your connection during the period that your subscription is blocked, but you will still have to pay the subscription charges. A mobile Prepaid service cannot be blocked.

You can ask us to unblock your subscription. We can charge you a fee for this. If we block your subscription, then you might lose certain configuration settings or data for your service.

### 24.3 Using your e-sim

If we offer you an e-sim instead of a SIM card, the following rules will apply. An e-sim is a digital SIM card that has to be downloaded onto your device. You have to download the e-sim yourself and activate it on your device. You will need an internet connection for this. The e-sim can only be used on a device that is suitable for e-sim. The e-sim contains a profile which allows you to make use of our network. The e-sim profile belongs to us and you are not allowed to modify the profile.

The use of an e-sim is subject to certain restrictions. You cannot use the e-sim for more than one mobile phone or device. Also, you cannot use duo sim with it. This means that you cannot use your phone number on multiple devices at the same time.

If you apply for an e-sim, we can carry out a security check, for example via SMS text message, in order to make sure we only supply the e-sim to you. If the security check fails, then you will not be able to use e-sim. In that case, you will have to apply for a normal SIM card. You can find more information about e-sim on our website if you search for 'e-sim'.



#### **24.4 Blocking e-sim if your mobile phone is stolen or lost**

If your mobile phone or device with e-sim is stolen, lost, or being used by somebody else, you should report this to us as quickly as possible. We will then block your subscription as quickly as possible. Until your e-simis blocked, you will have to pay the usage charges. You will not have to pay any usage charges during the period that your subscription is blocked, but you will still have to pay the subscription charges. A mobile Prepaid service cannot be blocked.

You can ask us to unblock your subscription. We can charge you a fee for this. If we block your subscription, then you might lose certain configuration settings or data for your service.

## **25 Using your mobile phone in foreign countries**

#### **25.1 Using your mobile phone outside the Netherlands (roaming)**

You can also use most of our mobile services outside of the Netherlands. That is called roaming. We can change the regions where you can use the service outside the Netherlands. We can also change which providers you can use. And we can change which services are offered outside the Netherlands.

If you use the services of a foreign provider, the conditions of use, quality of service, and rules of that provider will apply. We will not be responsible for such services being provided to you.

If you use mobile internet outside the Netherlands, that is called data roaming. The applicable functionalities, tariffs, and conditions will depend on the relevant service. You can find more information about this on our website by searching for 'roaming'.

#### **25.2 Roam Like Home**

In most European countries, you will pay the same tariffs for telephone calls, text messages, and internet as in the Netherlands. We call this 'Roam Like Home'. This applies for all the countries in the EU and for Iceland,

#### **24.5 If you uninstall or deactivate your e-sim**

You can (temporarily) deactivate or uninstall the e-sim, for example if you are not using your mobile phone (temporarily) for a while. You can always reinstall the e-sim later on. We can charge you a fee for this. If you deactivate or uninstall your e-sim you might lose certain configuration settings or data from your service. This will not have any effect on your subscription. Do you want to cancel your subscription? Then you must terminate it.

Liechtenstein, and Norway. You will only pay the same tariffs if you can prove that you live in the Netherlands or if you have a long-term connection with the Netherlands. For example, because you are working or have a business in the Netherlands. Or if you are studying in the Netherlands. Do you want to apply for a subscription so you can make calls, send text messages, and use the internet in foreign countries? Then we can ask you to provide information so that we can decide whether or not you are eligible for 'Roam Like Home' tariffs.

What if you already have a subscription with 'Roam Like Home' tariffs? Then we can carry out checks from time to time to make sure you still have a long-term connection with the Netherlands. For example, by looking at the history of your telephone calls, text messages, and internet use in the EU. We will inform you if we are unsure if you still satisfy the conditions. You will then have two weeks to use the service in a compliant manner or to prove you satisfy the requirements in some other way. If you are not able to do so, we can take certain measures. For example, we can impose a surcharge for data roaming.

You can find more information about Roam Like Home, and the applicable tariffs and conditions, on our website by searching for 'roaming'.

## **26 Terms and conditions for Prepaid mobile**

#### **26.1 Term of the Prepaid agreement**

An agreement for Prepaid mobile will be concluded as soon as you use the service for the first time. The agreement will be concluded for an indefinite period.

#### **26.2 Topping up your Prepaid credit**

Have you purchased Prepaid mobile from us? Then we can offer you one or more ways of topping up your Prepaid credit. We can set specific amounts that you can top up your credit by. We can use different types of Prepaid credit for different services.

We can change or discontinue the methods we use for the topping up of credit. We can also change amounts that you can top up your credit by. If we are going to do this, we will tell you at least one month in advance.

What happens if you pay by direct debit order, and we are not able to debit the amount from your account? Then we are allowed to deduct and/or set off the amount that you owe from your Prepaid credit.



### **26.3 Making payments with Prepaid credit**

If you use the Prepaid mobile service, you will pay for it with your Prepaid credit. We will top up or deduct your Prepaid credit with the utmost of care. However, if we top up or deduct the wrong amount, then we may rectify our mistake. This also applies if we did not top up or deduct an amount while we should have done so.

You can only use your Prepaid credit for the services designated by us. If you do not have enough credit, then you will not be able to use the service.

### **26.4 Validity period of Prepaid credit**

Prepaid credits are valid for a limited period. At the end of the validity period, the credits will expire. We will let you know what the validity period of the credits is. The validity period will depend on the relevant service. We can change the conditions and the validity periods for your Prepaid credit. We will tell you about any changes at least one month in advance.

You can get details of the amount of your Prepaid credit and how long it will still be valid for on request.

### **26.5 Termination of the Prepaid agreement**

You can terminate your Prepaid mobile contract at any time.

Your Prepaid contract will automatically end at the end of the validity period of your Prepaid credit. We can give you an extra period in which you can top up your Prepaid credit. In that case, the contract will only end at the end of that period. If you have several Prepaid balances, we will let you know how and when the contract will end.

What happens if you switch to a different provider? Then we will refund the remaining Prepaid credit if you ask us to. We can charge you a fee for this. In other cases, we will not refund any remaining Prepaid credit during or after the term of the contract. Except if we have explicitly agreed to do so.

