

General Terms and Conditions

End Users KPN Hotspots and Protected Guest Internet

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Index

Article 1	Definitions	3
Article 2	General Provisions	3
Article 3	Establishment of an Agreement	4
Article 4	Use of the KPN Hotspots Service	4
Article 5	Intellectual Property Rights	5
Article 6	Security	5
Article 7	Quality, Maintenance and Faults	5
Article 8	Rates and Payment	5
Article 9	Liability KPN	6
Article 10	Liability of the Contractor	6
Article 11	Complaints and Disputes	6
	Security Information	7
	Additional Privacy Statement for KPN Hotspots and Protected Guest Internet	8

Article 1 Definitions

Agreement

The Agreement to purchase the Service.

Connection

The ability of a Peripheral Device to connect to a network.

Contractor

Natural person who has entered into an Agreement with KPN, other than in the exercise of a profession or business.

General Terms and Conditions

The present General Terms and Conditions for End Users.

Hotspot

An environment where KPN uses one or more access points to purchase the Service.

Hotspots

Location-based service of KPN where KPN provides a Connection over which wireless broadband Internet is possible.

Internet site

The Internet Site with the address www.kpn.com or another Internet address to be given by KPN.

KPN

KPN B.V.

Login data

The data of the Contracting Party required to conclude an Agreement.

Payment method

The purchase of a code card, the use of a credit card, dialing a 0900 premium rate number or direct debit or any method of payment to be introduced later.

Service

The Services Hotspots and Protected Guest Internet of KPN.

Subscription

A Connection, for which the fees due are charged to Contractor periodically, by direct debit.

Usage period

In the case of paid internet, the period for which the Contracting Party has paid or will pay in accordance with Payment Method. In the case of free internet, indefinite period.

Protected Guest Internet

Location-based service of KPN whereby KPN provides a Connection over which wireless broadband Internet is possible.

Peripheral

A Peripheral Device suitable for making a Connection.

Article 2 General Provisions

2.1

These Additional Terms apply to every offer of the Service and every Contract. The applicability of any general terms and conditions of the Contracting Party is expressly excluded.

2.2

These Additional Terms do not also apply to any agreements with third parties that a Contracting Party enters into within the context of the use of the Service. 2.3

2.3

Any codes of conduct endorsed by KPN that may apply to the Service are indicated on its Website. Insofar as relevant, these codes of conduct apply to this Contract.

Article 3 Establishment of an Agreement

3.1

In case of subscriptions, an Agreement comes into being after application for this Agreement - via the Internet site by the Contracting Party - and ends after written termination by the Contracting Party, subject to 1 months' notice if the Agreement is to be terminated after 1 year. Termination shall be effected in writing with due observance of a notice period of 1 month. In other cases, an Agreement is concluded after the Contracting Party enters its login details and ends by operation of law with the expiry of the Usage Period.

3.2

Contracting party guarantees the accuracy of the Login data entered by him, electronically, to create an Agreement. KPN is not obliged to verify the accuracy of these data.

3.3

General information about KPN as a provider of electronic communications services can be consulted on the Internet site, such as in this context the relevant registers where KPN is registered, VAT identification numbers, etc.

3.4

With due observance of the provisions elsewhere in these General Conditions, KPN shall be entitled to (temporarily) suspend provision of the Service if the Contracting Party fails to perform one or more obligations towards KPN under this Agreement and this failure justifies suspension.

3.5

By making use of the Service, an Agreement with KPN for the provision of internet access shall be established.

Article 4 Use of the KPN Hotspots Service

4.1

A Connection may only be used in combination with a Peripheral Equipment that meets the applicable legal requirements. The consequences of the use of equipment that does not meet these requirements shall be at the expense and risk of the Contracting Party. Peripheral Devices may differ in functionalities, which may affect the possibilities of use and quality of the Service.

4.2

The Contracting Party shall not allow third parties to use the Connection using its Login Data. The Contracting Party shall not allow third parties to use the Connection by providing their Login Data to it. However, the Contracting Party guarantees the use made of the Connection, even if this is done without its knowledge.

4.3

The Contracting Party shall not be permitted to misuse a Connection, for example by performing, doing or causing to be performed actions

- a. limiting or affecting the amounts payable to KPN contrary to the intention of the Services/or;

- b. causing disturbances in the Service and/or other (computer) networks or telecommunications infrastructures, or in respect thereof causing nuisance or unforeseen use;

- c. as a result of which third parties are harassed or threatened or their privacy is otherwise violated.

4.4

If telecommunications traffic is hindered by the use by the Contracting Party of the Service (e.g. by the use of a peripheral device which does not function properly), the Contracting Party shall be obliged to comply with the regulations to be given by KPN and to accept the financial consequences thereof. If this is necessary in KPN's opinion, KPN may, if necessary without delay, (temporarily) take the Service to the Contracting Party fully or partially out of operation.

4.5

The technical characteristics of the Service may be changed by KPN in order to continue to meet the requirements of the time and the state of the art.

4.6

Where possible, KPN shall endeavor to implement the changes referred to in the previous paragraph without limiting the possibilities for use of the Service.

Article 5 Intellectual Property Rights

5.1

The Agreement does not also extend to the transfer of intellectual property rights used by KPN in the context of the Service.

5.2

The Contracting Party is granted a non-exclusive, non-transferable right to use any software and any user documentation for the duration of the Agreement, insofar as this is necessary to be able to use the Service.

Article 6 Security

6.1

Data traffic between the Hotspot and the Peripheral Equipment used by the Contracting Party shall be encrypted or unencrypted, depending on the technical capabilities of the Peripheral Equipment. The Contracting Party therefore accepts the risk that the transported data may be intercepted by others than those for whom they are intended.

6.2

The Contracting Party itself shall be responsible for securing its systems, equipment and data files and the use of any encryption techniques when sending e-mail and downloading data files.

Article 7 Quality, Maintenance and Faults

7.1

The Service uses wireless network technology. The possibilities for establishing a Connection and the quality and properties thereof will therefore not always and everywhere be (equally) good. The differences relate to, inter alia, the Peripheral Equipment used, the radio coverage of the Hotspot, which may be affected by interference experienced by equipment using the same radio frequency on the Hotspot, the amount of telecommunications traffic, etc.

7.2

KPN shall make every effort to ensure that the provision of the Service is as undisturbed as possible. However, it is technically impossible to prevent every disruption or limitation of the Service.

7.3

Liability for any failure or malfunction of the Service exists only within the limits of these General Conditions.

7.4

The Hotspot is maintained by or on behalf of KPN. KPN may temporarily take this Hotspot out of use for maintenance purposes. KPN will keep this to a minimum and, where possible, announce this in good time.

7.5

Faults shall be investigated as soon as possible after they become known to KPN and remedied to the best of KPN's ability.

7.6

The costs of fault investigation and repair shall be borne by KPN. These costs may be charged to the Contracting Party if the investigation shows that the cause of the malfunction is located in the Peripheral Equipment being used or is the result of an action by the Contracting Party in breach of these General Terms and Conditions.

Article 8 Rates and Payment

8.1

The Contracting Party shall owe KPN fees for the Service in accordance with the tariffs established and generally published for this purpose (including at www.kpn.com/hotspots). The tariff consists of a monthly amount payable in advance, with payment taking place via Payment Mode.

8.2

For the determination of the amounts due, KPN's data are decisive, unless it is shown that these data are incorrect. In determining these data, KPN shall exercise the care that may be expected in this respect.

Article 9 Liability KPN

9.1

KPN shall not be liable in connection with the formation or performance of the Agreement, except as provided in the following paragraphs of this article.

9.2

KPN shall only be liable for damage caused by a shortcoming attributable to it in the following cases and up to a maximum of the amounts indicated therein:

- a. if it concerns damage resulting from death or physical injury, up to a maximum amount of 1,500,000 per event;
- b. if it concerns damage as a result of damage to items of the Contractor, the repair or replacement costs, up to a maximum amount of 500,000 per event;

9.3

Any failure on the part of other providers of networks and services to which the Hotspot is/will be directly or indirectly connected shall not be attributable to KPN.

9.4

If, as a result of an event (or series of events with the same cause) as referred to in the second paragraph, more than one claim arises and the combined claims exceed the maximum amounts set for each event, the claims shall be settled proportionately.

9.5

KPN cannot invoke the limitation of liability referred to in the second paragraph if the damage was caused by KPN intentionally, or recklessly and with the knowledge that it would result therefrom.

9.6

Damage must be reported in writing to KPN as soon as possible, but no later than four weeks after its occurrence or the time when it could reasonably have been discovered. Damage which is not reported to KPN within this period does not qualify for compensation.

Article 10 Liability of the Contractor

10.1

The Contracting Party shall not be liable in the context of the formation or performance of an Agreement, except as provided in the following paragraphs of this article or elsewhere in these General Terms and Conditions.

10.2

The Contracting Party shall be liable for damage caused by a shortcoming attributable to it.

10.3

The Contracting Party shall indemnify KPN against claims by third parties for compensation for damage which these third parties could or would wish to recover from KPN in any manner, insofar as this claim is based on the use made by the Contracting Party of the Service, in particular as regards the content of information sent or requested by him by means of a Service and any intellectual property rights thereon.

Article 11 Complaints and Disputes

11.1

In the event of complaints or disputes relating to the Service, the Contracting Party shall in the first instance turn to KPN, via the telephone number or address notified by KPN for that purpose. KPN shall respond substantively within 30 days of receiving the complaint or dispute, unless this is not reasonably possible. In that case, KPN shall inform the Contracting Party - stating the reasons - within that period when the substantive response will be communicated to him at the latest.

11.2

If the Contracting Party does not consent to the handling of its complaint or dispute in accordance with Article 11, the Contracting Party shall be entitled to submit the dispute to the competent civil court in The Hague.

Security Information

KPN offers various telecommunications services. The use of such services may sometimes involve security risks, for example with respect to the integrity of your data or your identity, or the security of the peripheral equipment you use. KPN will inform you, for example via its internet site www.kpn.com, about special security risks.

Various KPN services allow access to the internet. The internet is an indispensable source of information. Unfortunately, there are also risks associated with the internet. Below you will find an overview of the most well-known risks for breaching the safety or security of (your access to) the internet. An up-to-date overview of particular risks, and advice on how to mitigate those risks, can be found at www.kpn.com. You are responsible for taking these measures (or not) yourself.

Spam

Receiving or sending (unnoticed) large quantities of unsolicited messages.

Botnet, zombie

The hijacking of one's own computer by an unauthorized user.

Phishing

Receiving or (unnoticed) sending software aimed at retrieving subscribers' personal data, e.g. bank details, PIN or login name.

Spyware

Receiving or (unnoticed) sending software intended to spy on (Internet) behavior of subscribers.

Trojans and other malware

Receiving or (unnoticed) sending software intended to disrupt subscribers' computer equipment in such a way that data is lost or becomes publicly available.

Wireless router security

The unwanted co-use of wireless internet connection by other end-users, which could potentially impute criminal or otherwise undesirable activities over this connection to the relevant subscriber, or which could potentially allow other end-users to access the Subscriber's computer.

Identity hijacking

Use by others of one's own identity by, for example, disclosure of password, e-mail address, name, address, place of residence or date of birth.

Unwanted websites

Being accessible to or (unsolicited) confronted with unwanted websites, such as websites that are not suitable for children.

Additional Privacy Statement for KPN Hotspots and Protected Guest Internet

When you use the internet at this location, we process your data, including personal, traffic and location data. How and why we do this is described in the KPN Privacy Statement. The KPN Privacy Statement can be found [here](#).

In addition to the processing described in the KPN Privacy Statement, we also use your personal data as follows:

1

KPN stores the MAC address of your device for 72 hours from first use so that you are not redirected to the home page again and again to give your consent.

2

KPN reports on the performance of the Wi-Fi equipment on an anonymized and aggregated basis to the operator of the location where you connect. We do this on the basis of traffic data.

