

# KPN Things | Explorer

## Statement of consent



March 2022



# 1. Statement of consent

## 1.1 Terms and Conditions

This application and the Contracts(s) to be entered into with KPN B.V. are governed by the General Terms and Conditions of Supply of KPN, (referred to below as 'the General Conditions'), and the service description. By signing this Contract, Client is deemed to have read and understood the content hereof.

## 1.2 Payment Method

The sums invoiced must be paid in full by Client within thirty (30) days following the invoice date by transfer into a bank account in the name of, and stipulated by, Supplier. Supplier will send the invoice by e-mail and will invoice only per whole month and not pro rata.

M2M SIM cards ordered by Client will be invoiced at the time when the M2M SIM cards are delivered.

As soon as the Device on the KPN Things Platform is linked to a (data) flow and activated, the monthly costs for the Connection will be invoiced to the Client.

If Client does not make a payment in time, Supplier is entitled to refuse new Orders placed by Client and also to suspend performance of the Service to Client and/or to terminate the Contract or disconnect a Connection.

## 1.3 Tariffs

If KPN is required by statute or regulation and/or a decision of the ACM (Netherlands Authority for Consumers and Markets) to adjust its prices, tariffs, and/or any terms and conditions, it will notify Client in writing in good time about the changes it will introduce.

By way of supplement to Article 3.3 of the General Terms and Conditions of Supply, KPN is entitled to adjust the agreed prices as a result of a general increase of purchase costs incurred by KPN arising from a general scarcity of hardware components (including, but not limited to, Chips) and raw materials (including, but not limited to, plastics). Any such adjustments will be communicated to Client as quickly as possible. If Client is unwilling to accept such adjustments, KPN cannot be obliged to supply the Service on the basis of the originally agreed prices. Parties shall then seek to agree suitable alternative solutions.

## 1.4 Use

Client is responsible for the use of the Connection(s), even if this use takes place without its consent, approval, or knowledge. All traffic costs incurred in, and other costs arising from, the use of the Connection are payable by Client.

M2M connections outside the EU and use that exceeds 10MB is not covered by the standard prices. It is permitted to send

10MB of messages per month per SIM card. Portability of bundle: The remaining data unused by Client is not portable.

LoRa connectivity outside NL is not included in the standard prices. The monthly prices are based on a 'Fair Use Policy' (FUP). For each LoRa Device: An average of 300 communications per day up to a maximum message size of 51 bytes per message is permitted.

If this average number is exceeded, KPN will contact Client to adjust the frequency of communications. If the said thresholds are repeatedly exceeded, KPN is entitled to impose such financial measures as are reasonable.

The use of the Connection is permitted in the case of LoRa in the Netherlands.

The countries where M2M can be used are listed in the service description.

## 1.5 Client is not permitted to:

Use Connections otherwise than with a Device.

Use Connections whereby a Device is used as a modem or router, or through other peripheral devices.

The re-sale of Connections.

## 1.6 Ordering of SIM cards

SIM cards may be ordered via the homepage at [portal.kpnthings.com](https://portal.kpnthings.com). Orders may be placed once only each quarter.

## 1.7 KPN Things

There is a more detailed description of the product and the functionalities of KPN Things in the service description KPN Things Explorer.

## 1.8 Processing of personal data

KPN processes personal data under this contract in accordance with the relevant laws and regulations, including the GDPR (General Data Protection Regulation) and the Dutch Telecommunications Act, as well as the KPN privacy statement, which can be found at [kpn.com/privacy](https://kpn.com/privacy).

## 1.9 Notice period

To terminate the Contract, Client should give one month's notice, to start running at the end of a month. A notice to terminate should be sent by e-mail to [iot@kpn.com](mailto:iot@kpn.com), quoting the Contract reference and date of termination.

On termination of the Contract, all Connections in respect of which the Minimum Duration has expired will automatically be terminated at the same time.

A Connection may be terminated by either Party on or after the point at which the Minimum Duration expires.

A Contract may be terminated by either Party on or after the point at which the Minimum Duration expires.

### 1.10 Device

KPN requires that devices be adequately certified. This lessens the risk that the device could obstruct the network.

Client must ensure that its own hardware complies with the statutory standards and sector-specific norms. The (financial) consequences of the use of devices that do not meet these requirements are at the risk and expense of Client. The functionality of Client's own hardware can differ, which can have implications for the use of the parts of the Services.

Client is responsible for preserving the security of its own hardware, the client account, files, and passwords (including, but not limited to, controller and user passwords), and is fully liable for the use of Services (and all related costs), even if this use takes place without its consent or knowledge.

Supplier requires that the modem in all Client's own hardware used in combination with a SIM card is GCF (Global Certification Forum) certified. Supplier may require Client to satisfy additional requirements pertaining to the software on the

hardware. In such a case, Supplier will inform Client accordingly. Client always bears responsibility for ensuring such certification. Non-certified hardware cannot and will not be accepted on the network. If Client's hardware is not certified within six (6) months after signing the Contract, Client must pay compensation to Supplier for all relevant costs incurred by Supplier due to exclusion of Client as a result of failure to meet the certification requirements, including Supplier's loss of income.

If a Connection is terminated, Client is responsible for any possible further traffic or (mobile) use of its own hardware. If the hardware continues attempts to (re-)connect with the Network, Supplier will notify Client accordingly. Client must remedy this situation within one (1) calendar month of receiving such notification. If Client remains in breach, Supplier is entitled to charge Client the monthly bundle costs that had been charged before termination of the Connection. Such a charge will be increased by 10% per month until such time as Client has remedied the situation.

### 1.11 Performance of Service and cooperation of Client

The technical properties of a Service or Network may be adjusted by Supplier in order to continue to meet the current standards and latest technological requirements.