

Supplementary Conditions

for Business Electronic Communication Services

July 2014



1	DEFINITIONS.....	2
2	SCOPE.....	2
3	STARTING UP AND CHANGING (SUPPLEMENTARY) ELECTRONIC COMMUNICATION SERVICES	2
4	MAINTENANCE AND FAULTS.....	3
5	CHANGING THE PROPERTIES OF THE ELECTRONIC COMMUNICATION SERVICE OR ELECTRONIC COMMUNICATION NETWORK.....	3
6	SPAM FILTER/E-MAIL VIRUS SCAN	3
7	USAGE.....	3
8	RELOCATION	4
9	CHARGES	4
10	NUMBER ALLOCATION AND NUMBER PORTABILITY.....	5
11	TELEPHONE DIRECTORIES	5
12	CANCELLATION.....	5
13	PROVISIONS CONCERNING SUPPLIERS' TELEVISION SERVICES.....	6

DEFINITIONS

Terms that start with a capital letter in these Supplementary Conditions have the meanings respectively assigned to them in the General Conditions of Delivery and in this Article 1.

- Content Services** : Services that consist of supplying or retransmitting content via the Electronic Communication Network including but not confined to music, photos, films, radio programs, television programs and computer programs.
- Electronic Communication Network** : The equipment and other technical means that enable the transmission and, where applicable, routing of signals between Lines via cables, radio waves, optical means or other electromagnetic means.
- Electronic Communication Service** : A service consisting entirely or mainly of transmitting signals via Electronic Communication Networks, with the exception of content services.
- General Conditions of Delivery** : The General Conditions of Delivery of KPN.
- Line** : The possibility to use the Electronic Communication Service including the Facilities required for that purpose.
- Month** : An uninterrupted period until the same date in the next calendar month, unless the context dictates that a calendar month is meant.
- Notice-and-Take-Down Code of Conduct** : A code of conduct that forms part of an initiative of parties who endeavour to prevent information that is unlawful or a criminal offence ('Content') on the Internet (or the Dutch part thereof). The code describes how the parties will deal with such information. The code can be found at www.samentegencybercrime.nl.
- Peripherals** : Devices owned by Client intended for direct or indirect connection to the Electronic Communication Network or to the Facilities for the purpose of transmitting, processing or receiving information (such as telephone sets, PABXs, PBXs, computers and television sets).
- Supplementary Conditions** : The supplementary conditions applicable to Business Electronic Communication Services.
- Supplementary Services** : Products and/or services that Client can take in addition to the Electronic Communication Service.
- Television Services** : services for supplying audio and audiovisual content including radio and television programs broadcast simultaneously (according to a program schedule) or retrieved on demand by a Client at a time of his choosing.
- Working Days** : Monday to Friday inclusive, with the exception of public holidays in the Netherlands.

SCOPE

- 2.1** These Supplementary Conditions apply to all offers and agreements whereby Supplier delivers Business Electronic Communication Services to Client.

STARTING UP AND CHANGING (SUPPLEMENTARY) ELECTRONIC COMMUNICATION SERVICES

- 3.1** Provided that the Facilities for starting up an Electronic Communication Service are present and available, the Electronic Communication Service shall be started up as soon as possible.
- 3.2** If the Facilities for starting up an Electronic Communication Service are absent or unavailable, Supplier shall create them within the period of time made known to the Client in the confirmation of acceptance of the order.
- 3.3** Supplier may reject the application if:
- a** Client fails to fulfill any of the obligations under these General Terms and Conditions and the non-fulfillment justifies the rejection, or if it appears likely that the applicant will fail to fulfill such an obligation;
 - b** Technical or economic reasons on the part of Supplier prevent connection of the Client. This shall include such situations as the applicant's residence or establishment in an area where the Service cannot be provided. Supplier shall state the reasons for rejection of the application

-
- 3.4 Supplier shall be entitled to set reasonable conditions for the technical aspects of the connection, line and hardware of the Client.
 - 3.5 Unless otherwise agreed, Supplier shall inform the Client in writing or electronically of receiving the application as to whether the Client has been accepted and, if so, when the Service shall be activated. If Supplier cannot reasonably be expected to respond within the stated period, it shall give the Client its reasons and notify the applicant of the period within which it will reply to the application.
 - 3.6 The provisions of the above clauses shall apply mutatis mutandis to the delivery of Supplementary Services and to changes to a Line.
-

MAINTENANCE AND FAULTS

- 4.1 Supplier shall maintain the Electronic Communication Services at its expense. For maintenance purposes Supplier may temporarily close down the Electronic Communication Service (or part thereof). Supplier shall keep this to a minimum and make it known to the Client in good time, unless it is not reasonably possible to do so.
 - 4.2 The Client shall report a fault in the working of the Electronic Communication Service to Supplier as soon as possible. Insofar as possible faults shall be investigated within five Working Days of being reported to Supplier. The Client shall cooperate in the fault investigation. Supplier shall endeavour to rectify the fault as soon as possible.
 - 4.3 The costs of investigating and rectifying the fault shall be payable by Supplier. These costs may be charged to the Client if the fault occurred due to an act or omission by the Client in breach of the General Conditions or these Supplementary Conditions or due to the incorrect working of Peripherals or the presence of other equipment owned by the Client at the agreed location that affect the Electronic Communication Service.
 - 4.4 If a fault (additionally) extends to other Clients of Supplier, Supplier shall have the right to charge the costs thereby incurred to the Client whose Line caused the fault.
-

CHANGING THE PROPERTIES OF THE ELECTRONIC COMMUNICATION SERVICE OR ELECTRONIC COMMUNICATION NETWORK

- 5.1 Supplier shall have the right to change the technical properties of the Electronic Communication Service or of the Electronic Communication Network in order to meet or to continue to meet (i) rules laid down by or pursuant to law, and/or (ii) prevailing requirements and the state-of-the-art. Supplier shall endeavour to carry out such changes without their having any consequences for Client's usage possibilities and the Peripherals used by Client. If this is not possible and a change will have reasonably foreseeable financial consequences for Client, the change shall not be made until one month after being made known or however much later as may reasonably be possible.
-

SPAM FILTER/E-MAIL VIRUS SCAN

- 6.1 Client shall allow Supplier's use of software to filter e-mail messages intended for Client for spam messages and viruses. Client shall ensure that the sender of e-mail messages intended for Client consents to the Supplier's use of software to filter sent e-mail messages for spam messages and viruses.
 - 6.2 If Supplier has reasons for suspecting that an e-mail message intended for Client is spam or contains a virus, Supplier shall have the right temporarily to move and/or to delete the spam message.
 - 6.3 Supplier shall endeavour to filter out all spam and viruses from e-mail messages intended for Client. Supplier expressly declines to guarantee that all spam and viruses will be removed from e-mail messages intended for Client or that no messages will be moved or deleted that are not spam or do not contain a virus.
-

USAGE

- 7.1 Client shall be responsible for adequately securing its infrastructure, Peripherals and access codes and shall be responsible for all use made – with or without its permission – of the Electronic Communication Service and of the access code(s) provided to Client. All usage charges (including call charges) shall be payable by Client. Client shall further be responsible for all use made of Facilities at the agreed location, insofar as such is attributable to Client.
- 7.2 Client shall not perform, commission or allow any actions for the purpose of influencing amounts that without such actions Client would have owed Supplier for usage of the Electronic Communication Service.

04
ARTICLE

05
ARTICLE

06
ARTICLE

07
ARTICLE

-
- 7.3** If electronic communication traffic is disturbed by use of the Electronic Communication Service or by connected Peripherals, Client shall follow reasonable instructions given by Supplier.
- 7.4** It is prohibited to connect to the Electronic Communication Network any Peripherals that fail to meet the applicable legal requirements. The consequences of connecting Peripherals that fail to meet legal requirements shall be for Client's account and risk.
- 7.5** Client shall not perform or omit actions that it knows will lead or should reasonably know will lead to use of the Service in a way that is a criminal offence or is unlawful in relation to Supplier and/or third parties.
- 7.6** Insofar as relevant Client shall be responsible for fulfilling the following conditions in respect of the use made of the Electronic Communication Service:
- a** Client shall not in any way restrict or obstruct other users of the Electronic Communication Service or co-users of the infrastructure on which the Electronic Communication Service runs in their access to the Electronic Communication Services and/or use of the Electronic Communication Service;
 - b** Client shall not in any way infringe the intellectual property rights of Supplier and/or third parties;
 - c** Client shall not distribute any (computer) viruses or other files capable of harming the working or proper working of the software of Supplier and/or third parties;
 - d** Client shall not misuse access codes or breach or seek to breach security features associated with the Electronic Communication Service;
 - e** Client shall not send out large quantities of unsolicited messages with the same or similar content (spam);
 - f** Client shall not misleadingly purport to be somebody else, for example by using an address to make himself known as the sender of a certain message of a third party without its permission;
 - g** Client shall not publish or distribute any child pornography or other pornography that constitutes a criminal offence;
 - h** Client shall not use the Electronic Communication Service in any way whatsoever to burden, abuse, annoy, pursue, threaten or in any other violate the rights of other persons;
 - i** Client shall not deliberately break into (hack) a computer system of a third party against the will of its owner and without permission.
- 7.7** Client may submit to Supplier complaints, reports or requests concerning suspected unlawful information on the Internet in the way described in the Notice-and-Take-Down Code of Conduct. Supplier shall treat such complaints, reports or requests from Client in accordance with the procedures described in the Notice-and-Take-Down Code of Conduct. In the event of such complaints, reports or requests Supplier shall have the right to take measures described in the Notice-and-Take-Down Code of Conduct. The measures may include rendering information inaccessible or removing it and – subject to conditions – disclosing to third parties the name and address of the party who made the unlawful publication.
- 7.8** Supplier cannot be held accountable for failures by other providers of networks and services to which Suppliers network is directly or indirectly connected or by providers of Content Services.
-

ARTICLE

08

RELOCATION

- 8.1** If Client relocates or wishes to change its invoicing address, Client shall inform Supplier of the new address at least one month in advance. Client may take its Line to its new address, unless the move is to an area where Supplier is unable to deliver the Electronic Communication Service. In the case of relocation, Client shall disassemble and take to the new address the Peripherals and Facilities, with the exception of cables, junction boxes and similar that are inseparable parts of the premises.
- 8.2** Supplier shall determine in consultation with Client when relocation of the Line shall take place. If the Line is not delivered in working condition on the agreed date at the new address, a new time for relocation of the Line shall be determined in consultation between parties.
- 8.3** A relocation shall not end or suspend the agreement. Client shall remain bound to pay the periodical charges and usage charges and the costs attached to relocation of the Line.
-

ARTICLE

09

CHARGES

- 9.1** Non-recurring and periodical charges owed for the Electronic Communication Services shall be payable from the date the Line is put into service. If the Line cannot be put into service because due to Client there is insufficient access to a location where a connecting point must be installed, the amounts shall be owed from the date the Line should have been put into service if sufficient access had been granted.

-
- 9.2** After termination of the Agreement, Client shall offer Supplier at its first request an opportunity to remove the Facilities at the agreed location. If the Client fails to offer Supplier an opportunity to perform the work within one Month of termination of the Agreement, the periodical charges will remain payable by Client until Supplier has been able to perform work within the meaning of this clause.
- 9.3** Any charges owed for use of Content Services or other third-party services may be collected by Supplier from the Client on behalf of the third parties. Payment of these charges to Supplier shall relieve the Client of its duty to pay them to the third party concerned.
-

10 ARTICLE

NUMBER ALLOCATION AND NUMBER PORTABILITY

- 10.1** For use of a Line for fixed telephony, Supplier shall allocate Client one or more numbers for use of a Line for fixed telephony, unless a telephone number already in use by Client or a number allocated to him by the Authority for Consumers & Markets (ACM) – formerly OPTA- can be accepted for that purpose. If Client’s telephone number is in use by another operator, the telephone number may be ported provided that the agreement with that operator is ended and the operator concerned cooperates in number portability.
- 10.2** Supplier shall have the right to change a telephone number in the event of changes to the national number plan or number allocation by ACM, and also to make changes to the Electronic Communication Service or Electronic Communication Network or in other circumstances that necessitate a change of number.
- 10.3** On termination of the Agreement, Client may request Supplier to port a telephone number used with the Line to a line operated by another operator with which Supplier has agreed number portability arrangements.
- 10.4** If Client wishes to relocate a Line to a different place, Supplier may allocate Client a different telephone number for use of the Line. Supplier shall avoid a change of number wherever possible, provided that this does not require special alterations to Facilities at the Electronic Communication Network and the relocation occurs within the area for which the number is valid under the national number plan.
- 10.5** Supplier shall not implement a number change under clause 2 of this article earlier than three Months after the change was made known, unless an earlier change is necessary in the given circumstances. Supplier shall further endeavour, for at least one Month after the number change, to ensure that persons who in that period attempt to phone Client’s original number are informed of the number change.
- 10.6** The Client shall ensure that the number that is associated with its Line shall be used in accordance with the destination of this number as mentioned in the “Numberplan telephone and ISDN-services” or a subsequent similar decision or plan of the government.
-

11 ARTICLE

TELEPHONE DIRECTORIES

- 11.1** If Client takes fixed telephony from Supplier, Supplier shall offer Client a possibility to be listed free of charge once per edition in the telephone directory (paper and electronic) and also to be included in the directory enquiries services.
- 11.2** A standard listing within the meaning of clause 1 of this article means that the name, address, postcode and main telephone number of the location will be listed uniformly under the town/city for each location to which one or more Lines are delivered.
- 11.3** The way Client wishes to be listed shall be stated by Client when entering into the Agreement or at a subsequent change. The details provided by Client for directory listings or directory enquiries services shall be correct and complete and shall not infringe third party rights.
- 11.4** Supplier declines responsibility for the accuracy, completeness and lawfulness of the details provided by Client. If the provided details are evidently incorrect or incomplete, Supplier shall ask Client to provide correct and complete details.
-

12 ARTICLE

CANCELLATION

- 12.1** Agreements that are subject to these Supplementary Conditions may be cancelled by Client only by telephone.
- 12.2** Cancellation by telephone shall take place by calling the Business Service Desk on 0800-0403 (if Client does not have an account manager) or 0800-0408 (if Client has an account manager).
- 12.3** In addition to the normal termination arrangements described in the General Conditions of Delivery, Client shall have the right when transferring telephone lines simultaneously to terminate existing landline agreements effective the first possible date, i.e. the first point in time that the Client may terminate one of the relevant agreements subject to the prevailing period of notice.

-
- 12.4** If agreements are terminated as described in clause 3 of this article, Supplier shall not bill any remaining charges that Client would have owed if the Agreement had been prematurely cancelled.
- 12.5** If Client fails to observe the prevailing period of notice within the meaning of clause 3 of this article, Supplier shall bill the remaining charges owed until the next possible date of termination, i.e. the first point in time that Client may terminate one of the agreements concerned.
-

PROVISIONS CONCERNING SUPPLIERS' TELEVISION SERVICES

- 13.1** Supplier provides various Television Services that may be used combined or separately. To use certain television services offered by Supplier, the Client must possess a suitable Internet connection.
- 13.2** The use of Supplier's Television Services over an Internet connection may result in lower efficiency of the Internet connection during simultaneous use.
- 13.3** The use of the Television Services granted by Supplier to the Client are strictly personal. The Client is prohibited to (re)sell the rights or make it available to third parties, unless otherwise expressly agreed.
- 13.4** The Client shall not make public or reproduce the signal received from Supplier or use the signal other than for office use. It is not permitted to share with or patch the signals to other offices or companies, including but not confined to any other collective office space.