

# Additional terms and conditions

Mobile telecommunications services Smart Bundels

November 2025

## Introduction

This brochure contains the additional terms and conditions for mobile telecommunications services provided by KPN B.V. that apply exclusively to Smart Bundels.

These additional terms and conditions only apply to applications and agreements for KPN's mobile telecommunications services and additional services provided by KPN in the context of Smart Bundels. Other KPN products and services, including mobile peripheral devices and related services, are not covered by these additional terms and conditions. Insofar as KPN also supplies such mobile peripheral devices or other facilities, this is done on the basis of separate agreements, to which other terms and conditions apply.

More information about KPN's products and services, the applicable rates, and other terms and conditions can be found on the website www.kpn.com. KPN advises you to consult this website regularly.

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# Chapter 1 General Provisions

### **Article 1 Definitions**

The terms capitalized in these Additional Terms and Conditions have the meanings as defined in the General Terms and Conditions of Delivery and in this Article 1.

**Form of offer** An offer for a Connection and/or Service with the associated usage options, rates, and conditions.

Connection The possibility to use one or more Mobile Telecommunication Services with a suitable Mobile Peripheral Device, as well as the associated Additional Services and any Third-Party Content Services.

### **Additional Service**

- a. A special telecommunications facility offered by the Supplier in the context of a Mobile Telecommunications Service, which may relate to, among other things, the routing, connection establishment, storage or processing of data, such as the services "Caller ID", "Voicemail", "SMS" or "Mobile TV".
- **b.** A Content Service provided by the Supplier or
- **c.** Another service offered by the Supplier in connection with the provision of a Mobile Telecommunications Service.

**Subscription** A Connection, whereby the fees due are charged to the Client by means of an invoice.

**Additional Terms and Conditions** The present Additional Terms and Conditions for mobile telecommunications services Smart Bundels from the Supplier.

### **General Terms and Conditions of Delivery**

The general terms and conditions of delivery used by Dutch subsidiaries of Koninklijke KPN N.V. **Content Service** A service offered by the Supplier or a third party whereby the End User can receive, view, use, share or distribute information, text, sound and/or image files, applications, software and the like, as well as combinations of the foregoing, such as SMS content services, mobile internet services or 0800/090x services.

**Data Service** The Supplier's mobile telecommunications service that enables data traffic to be settled from and to network connection points on the Mobile Network or other networks or systems to which the Mobile Network is directly or indirectly connected, with due observance of any technical standard by means of which the Supplier offers data services.

**Service** A Mobile Telecommunications Service or an Additional Service.

**End User** The natural person who actually uses a Connection.

**Website** The website with the address www.kpn.com, or another internet address to be specified by KPN.

**Month** A continuous period ending on the same date in the following calendar month, unless the context indicates that a calendar month is meant.

**Mobile Network** A set of technical facilities for mobile telecommunications used by KPN for the provision of Services.

**Mobile Peripheral Device** A mobile transmitting and/or receiving device that is suitable as a peripheral device for connection to a Mobile Network by means of a Connection.



**Mobile Telecommunications Service** The Mobile Telephone Service, Data Service, and/or any other service offered by KPN and designated as such.

**SIM card** A chip card that, unless otherwise indicated, is required for the use of a Connection.

**SIM lock** A technical security feature in a Mobile Peripheral Device that only allows that Mobile Peripheral Device to be used in combination with a specific SIM card, offer form, or Mobile Network.

### **Article 2 General**

### 2.1

These Additional Terms and Conditions, as well as the General Terms and Conditions of Delivery, apply to every offer for Services and to agreements between the Supplier and the Client for the delivery thereof.

### 2.2

The Parties may, with due observance of these Additional Terms and Conditions, add Services to a Connection or change or terminate the Connection or Services. The further agreement to this effect shall be concluded in one of the following ways:

- a. by actually using the relevant Service; or
- **b.** in a manner corresponding to that laid down in Chapter 1, Article 1.3 and/or Chapter 2, Article 2.1 of these Supplementary Terms and Conditions; or
- c. in another manner, as specified by the Supplier in a specific case. These Additional Terms and Conditions apply to every further agreement thus concluded.

### 2.3

The Additional Terms and Conditions are divided into two chapters. The first chapter applies to every Connection or Service. The second chapter only applies if the Connection or Service to which that chapter relates has been agreed upon.

### 2.4

The Additional Terms and Conditions do not apply to agreements with third parties that the Client (or End User) enters into using a Connection, such as third-party Content Services, but they do apply to the use of the Connection to access these third-party services.

### 2.5

Additional terms and conditions may apply to specific forms of Offer, which will be announced by the Supplier and declared applicable.

### 2.6

Any codes of conduct endorsed by the Supplier that are relevant in the context of the Connection are indicated on its website. Insofar as relevant, these codes of conduct apply to the agreement for a Service.

### 2.7

If the Client is not the End User, the Client guarantees that the End User will comply with the obligations agreed by the Client.

### 2.8

The Client is obliged to provide the Supplier with information that the Supplier needs to maintain or ensure the proper functioning of a Service, including information about connected or to be connected Mobile Peripheral Devices.

### Article 3 Agreement concluded electronically

### 3.1

If and insofar as an agreement is offered or concluded electronically (which in this context also includes by telephone), the provisions of this article shall also apply:

- **a.** The agreement is concluded exclusively in the Dutch language.
- **b.** The website contains general information about the Supplier as a provider of Services such as relevant registers in which the Supplier is registered, relevant licenses to which the Supplier is subject, and VAT identification numbers.
- c. If data is entered electronically by or at the risk of the Client in order to conclude an agreement, the Client guarantees the accuracy of the orders given and the data stated therein. The Supplier is not obliged, but is entitled, to verify the accuracy of the data provided.



### **Article 4 SIM cards**

### 4.1

The Supplier shall, to the extent necessary, provide the Customer with a SIM card for a Connection. The SIM card shall remain the property of the Supplier.

### 4.2

The Customer must protect the SIM card as well as possible against unauthorized use, theft, or damage. The security codes associated with the SIM card must be kept secret as well as possible and may not be stored on or in the immediate vicinity of the SIM card.

### 4.3

The Supplier is entitled to exchange a SIM card provided to the Customer in connection with a change in technical characteristics or in connection with the technical obsolescence of the SIM card in question. The Supplier is also entitled to change the technical characteristics or settings of a SIM card made available to the Customer (remotely).

### 4.4

After termination of the agreement for a Connection, a SIM card must be rendered unusable immediately.

### 4.5

The Supplier is entitled to reclaim a SIM card from its holder if it has serious grounds to suspect that the SIM card has been obtained or is being used in violation of the provisions of the agreement, including these Additional Terms and Conditions, or the clear intention thereof, or is otherwise unlawful towards the Supplier.

### 4.6

If the Supplier supplies the Customer with a Mobile Peripheral Device for a Connection that is equipped with a SIM lock, this SIM lock may be removed under the conditions announced by the Supplier. The Customer is not permitted to remove the SIM lock or have it removed without the express permission of the Supplier.

### Article 5 Number assignment and number retention

### 5.1

For the purpose of using a Connection, the Customer must have one or more numbers, which will be assigned to the Customer by the Supplier, unless this is not necessary. In the case of a Mobile Telecommunications Service where number retention is offered, a number that is already in use by the Customer with another provider (and may be used for the relevant Connection) may be retained if that provider cooperates with number retention. The Supplier may charge the Customer a fee for this.

### 5.2

In the case of a Mobile Telecommunications Service that offers number portability, the Client may request, upon termination of the agreement for a Connection, to transfer a number used with that Connection to a connection with another provider of mobile telecommunications services.

### 5.3

If, in the event of termination as referred to in Chapter 1, Article 1.14 or Chapter 2, Article 2.7, the Customer wishes to make use of number retention, this must be explicitly communicated to the Supplier at the time of termination, together with all relevant information.

### Article 6 Change in a service or mobile network

### 6.1

The technical characteristics of a Mobile Telecommunications Service or a Mobile Network may be changed by the Supplier in order to continue to meet the requirements of the times and the state of the art.

### **6.2**

In connection with the termination, modification, or revocation of a license required for the construction and operation of a Mobile Network, the Supplier may terminate or modify the service in whole or in part. The Supplier shall inform the Customer the Service that is being terminated no later than three months in advance, unless this is not reasonably possible.



If the Supplier terminates the service provision on the basis of the previous paragraph, existing agreements for the relevant Service(s) will end no later than the date on which the service in question is terminated. In that case, the Supplier will offer the Client a replacement Service where possible.

### 6.4

In addition to the provisions of Article 11.4 of the General Terms and Conditions of Delivery, the Supplier is also entitled to terminate or change (a form of offer of) a Mobile Telecommunications Service, subject to a notice period of at least three months, if operational, technical, or commercial reasons give cause to do so. The provisions of the previous paragraph apply mutatis mutandis.

### 6.5

The Supplier is entitled to terminate or change (a Form of Offer of) an Additional Service, subject to a notice period of at least one (1) Month, if operational, technical or commercial reasons or the demands of the times give cause to do so.

### **Article 7 Use**

### **7.1**

The Client is responsible for all use made of its Connection, even if this occurs without its consent or knowledge. All Traffic Costs incurred and other costs arising from the use of the Connection are for its account, with due observance of Chapter 1, Article 1.11.

### **7.2**

A Connection may only be used in combination with a Mobile Peripheral Device that complies with the applicable legal requirements. The consequences of using devices that do not meet these requirements, including possible financial consequences, are at the expense and risk of the Client. Mobile Peripheral Devices may differ in functionality, which may have consequences affect the usability of Services.

### **7.3**

It is not permitted to misuse a Connection and/or Services, for example by performing, causing, or having performed actions:

a. that, contrary to the intention of the Service, limit the amounts owed by the Client or a third party to the Supplier;

- **b.** that cause disruptions to Services, Mobile Networks, and/or other (computer) networks or telecommunications infrastructures, or cause nuisance or unforeseen use in relation thereto;
- which harass or threaten third parties or otherwise infringe on their privacy;
- **d.** that are contrary to applicable laws and regulations, including national numbering plans.

### 7.4

If telecommunications traffic is disrupted by the use of a Service or connected Mobile Peripheral Devices, the Client is obliged to comply with the instructions given by the Supplier and to accept the associated financial consequences. If, in the opinion of the Supplier, this is necessary, the Supplier may, if necessary, immediately (temporarily) disable the Connection, in whole or in part, whether or not in relation to a specific Service.

### **7.5**

If an Offer Form indicates that a Fair Use Policy applies, there is no fixed limit on the amount of telecommunications traffic that may be used for the Service in question, but such use must be reasonable. In such a case, the following shall in any event, but not exclusively, be considered 'unreasonable' (always taking into account the nature of the Offer Form):

- a. connections left open for long periods of time (baby monitor) continuous or virtually continuous use;
- **b.** use for commercial purposes such as reselling the Service
- **c.** use for purposes other than personal or private purposes, or, in the case of Offer Forms aimed at business use, use for purposes other than regular business use;
- **d.** if stated in a Form of Offer: use above a certain reasonable amount, which amount is derived from the average use of other, comparable users;
- **e.** use that otherwise violates the provisions of this article.

If the Supplier finds that there is unreasonable use of a Service, it is entitled, without prior notice, to suspend the use of the Service, either temporarily or permanently, to temporarily or permanently limit the possibilities for use or the quality level of the Service (for example, by limiting the speed provided for a Data Service), or – in the event of repeated unreasonable use – terminate the agreement for



the Service. The Supplier will provide further examples of unreasonable use on its website, together with the measures that will be taken in the event of such use.

### 7.6

The Client guarantees that it has the intellectual property rights and rights of use required for the use of a Content Service.

### **7.7**

The Client will not perform or omit any actions that it knows or should reasonably have known to be punishable or unlawful towards the Supplier or third parties. In particular, the Client guarantees that neither it nor any End User will, via or with the aid of the Connection:

- **a.** spread (computer) viruses or abuse access privileges.
- **b.** break through security measures or deliberately cause devices that are directly or indirectly connected to the Mobile Network to stagnate or make any attempt to do so.
- c. change or render unusable data belonging to a third party without their consent, nor add data to data belonging to a third party without the consent of that third party.
- **d.** send (or cause to be sent) large quantities of unsolicited messages with the same or similar content, or disclose large quantities of information with the same or similar content.
- e. impersonate another person (in a misleading manner), for example by using an address that identifies him as the sender of a particular message from a third party without that third party's consent.
- **f.** use content services in or from other countries in violation of the laws and regulations applicable there.

### 7.8

In addition to the provisions elsewhere in these Additional Terms and Conditions, the following applies in particular to Content Services, given the nature of the service and the technology used the following applies:

**a.** The Supplier does not guarantee the success of transactions that are (partly) carried out with the aid of a Content Service.

b. The Supplier does not guarantee the consequences of the storage of messages or information by the Client, whether or not in or with the aid of the memory of its Mobile Peripheral Device, in particular with regard to the possible automatic generation of data traffic or the automatic forwarding, alteration, or loss of data stored by the Client.

### **Article 8 Security codes**

### 8.1

The Supplier may use security codes for the use of, access to, or payment of fees for Services and/or third-party Content Services.

### 8.2

The Client is responsible for keeping the security codes confidential, storing them securely, and protecting them. The Client indemnifies the Supplier against the consequences of any use of the security codes by itself or by third parties.

### 8.3

The Client must immediately inform the Supplier if it becomes aware of unauthorized use of its security code or has serious suspicions thereof. The Client may also request the Supplier to block a security code if and insofar as this is indicated in a specific Offer Form.

### 8.4

If the Supplier becomes aware of unauthorized use of a security code, it is entitled to render it temporarily or permanently unusable.

### Article 9 Properties, quality level, maintenance, and malfunctions

### 9.1

In mobile telecommunications, the possibilities for establishing connections and the quality and characteristics of connections may not be the same in every location at every moment. The differences are related to, among other things, the Mobile Peripheral Equipment used, the radio coverage of the Mobile Network used (which may be influenced by, among other things, the location or presence in a building), the amount of telecommunications traffic and atmospheric conditions.



In mobile telecommunications, data is transported wholly or partly through the airwaves. The Client accepts that the data transported may be intercepted by parties other than those for whom it is intended. The Supplier will apply or support techniques within the technical standards of the Mobile Networks used that make it difficult for third parties to access transmitted data.

### 9.3

The Customer may make use of the option to use its Connection, possibly in relation to certain Services, in another country (so-called international roaming) in cases where the Supplier has indicated this. This option and the associated rates and conditions may vary depending on the Offer Form. The Customer may use the services of the relevant foreign provider, taking into account the possibilities for use, quality characteristics, and regulations offered by that provider. The Supplier is entitled to make changes to the areas and providers where this option can be used, as well as to the services offered.

### 9.4

If the Customer uses international roaming within the European Economic Area, the available service quality when using the roaming service will be as comparable as possible to the agreed quality on the Supplier's domestic network. If and insofar as a comparable service quality on the foreign network is not possible, the Supplier will make the highest achievable service quality available.

### 9.5

If the service quality of the roaming service on a foreign network in the European Economic Area does not meet the expected level of quality, the Customer has the option of submitting a complaint to the Supplier. To do so, the Customer can contact the Supplier in the manner described in the Agreement for the Connection.

The Supplier aims to respond to such complaints within four weeks.

### 9.6

The Customer accepts that the service quality of the roaming service abroad may differ from the service quality on the Supplier's domestic network. The service quality depends, among other things, on the available internet speeds, available network generations and technologies, latency on the network over which the roaming service is provided, and the coverage of this network.

More information about this can be found on our website at kpn.com/buitenland.

### 9.7

The Supplier is entitled to impose restrictions on the use of Services, in particular Content Services, arising from the technology used for the Service in question, the nature of the Service, or the Mobile Peripheral Devices used by the Client. In this context, the Supplier is in any case entitled not to transport messages intended for the Client in the context of preventing large quantities of messages being sent simultaneously that are unlikely to have been requested by the Client.

### 9.8

The Supplier will endeavor to ensure that the service runs as smoothly as possible. However, it is technically impossible to prevent every malfunction or limitation of the service. Liability for the nonfunctioning or malfunctioning of the service exists only within the limits of these Additional Terms and Conditions, or insofar as the Supplier and the Client have made explicit agreements in this regard in a further agreement.

### **Article 10 Liability**

### 10.1

In addition to what has already been stipulated in the General Terms and Conditions of Delivery regarding liability, the total liability of the Supplier in the context of the conclusion or performance of an agreement to which these Additional Terms and Conditions have been declared applicable is limited to the following cases:

- a. if the damage is the result of an act contrary to Articles 273d and 273e of the Dutch Penal Code, up to a maximum amount of € 1,500,000 per event;
- b. if the damage concerns the Supplier's wrongful failure to mention or incorrect mention of the Client's details in telephone directories or directory enquiry services, up to a maximum of € 2,500 per entry, with a maximum of € 1,000,000 per event;



Shortcomings of other providers of networks and services to which the Supplier's Mobile Networks are directly or indirectly connected and of other providers of Content Services are not attributable to the Supplier.

### 10.3

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 per event, the claims will be settled proportionally.

### 10.4

The Supplier cannot invoke the limitation of liability referred to in the first and second paragraphs if the damage was caused by the Supplier intentionally or through deliberate recklessness.

### **Article 11 Rates and compensation**

### 11.1

The Client owes the Supplier fees for Services purchased from the Supplier in accordance with the rates set for this purpose.

The amounts shall be increased by VAT and any other government-imposed levies.

### 11.2

The rates may consist of one-off amounts, monthly or other periodic amounts, Traffic Costs, and amounts due for Additional Services. The rates will be announced by the Supplier, including via its website.

### 11.3

The Supplier may collect any fees payable for the use of Content Services or other third-party services from the Client on behalf of these third parties. The Supplier guarantees that the Client's payment of these fees to the Supplier constitutes full and final settlement of the Client's obligations to the third party.

### 11.4

Insofar as amounts owed to the Supplier on a monthly basis for Services are not owed for a full calendar month, 1/30th of the monthly amount will be charged for each day, unless explicitly deviated from in an Offer Form.

### **Article 12 Suspension of the services**

### 12.1

With due observance of the provisions elsewhere in these Additional Terms and Conditions, in the General Terms and Conditions of DeliveryTerms and Conditions and by law, the Supplier is entitled to suspend the delivery of a Connection or (access to) a specific Service or Content Service from third parties in whole or in part if the Client fails to fulfill an obligation towards the Supplier and this failure justifies suspension. The obligation to pay the periodic fees referred to in Chapter 1, Article 1.11, and the other fees due shall remain in force during the period of suspension.

### 12.2

The Supplier is also entitled to proceed with full or partial suspension:

- a. without notice of default or notification if the Client acts in violation of Article 1.7, paragraphs 2 to 8, or if the Client otherwise harms the interests of the Supplier in such a way that the Supplier cannot be expected to maintain the Connection, whether or not in relation to specific Services; or
- **b.** if the Customer repeatedly makes nuisance calls or sends nuisance messages to third parties. However, the Supplier will not do so until it has requested the Customer, following an investigation into the matter, to cease making such calls or sending such messages and the Client has failed to comply with this request.
- c. if the Supplier is notified of this by order of a competent authority.

### 12.3

The suspension will be lifted if the Client has fulfilled its obligations within a period set by the Supplier. A reconnection fee may be payable before the suspension is lifted.

### **Article 13 Protection Privacy**

### 13.1

In addition to what is already stipulated in the General Terms and Conditions of Delivery and by law, the manner in which the Client's (or End User's) data is processed and the protection of privacy are laid down in the Supplier's "Privacy Statement," as published on its website. If new developments, this Privacy Statement will be amended. The following



paragraphs of this article contain some special provisions regarding the protection of the privacy of the Client (or End User).

### **Processing for commercial purposes**

### 13.2

The supplier may process the data referred to in the first paragraph for commercial, non-profit, and charitable purposes, including market research, marketing and sales activities, creditworthiness assessment creditworthiness, combating fraud, and provision to third parties, with due observance of the purposes applicable to the processing in question and the possibilities for objection, as further specified in the Privacy Statement.

### Processing in the context of legal obligations

### 13.3

The Supplier will comply with legal obligations to provide data, such as in the context of a criminal investigation, and will cooperate with legally imposed wiretapping orders.

### Processing in the event of non-payment

### 13.4

If the Supplier uses third parties such as collection agencies to collect claims from the Client, or transfers such claims to such third parties, it is entitled to provide the Client's data known to it to these third parties.

### 13.5

The Supplier is entitled, whether or not in collaboration with other providers of public telecommunications services, to create a file of Clients whose Connection has been deactivated on the basis of the provisions of Chapter 1, Article 1.12, or whose Agreement has been terminated on the basis of late payment of fees due. This file is intended for use by the Supplier and these providers in the context of accepting applications for telecommunications services. The Client may inquire with the person responsible for this file whether he is included in such a file and, if so, in what manner. If the Client objects to the manner in which he is included, he may lodge an objection.

### Processing for telephone directories and subscriber information services

### 13.6

If the Client has indicated to the Supplier that it wishes to make use of this, the Supplier may make personal data available to providers of paper and electronic telephone directories and subscriber information services for the purpose of publishing such directories and subscriber information services.

The Supplier cannot guarantee the accuracy, completeness, and legitimacy of the information provided by a Client or published by such a provider.

### **Article 14 Changes to conditions** and rates

### 14.1

The Supplier is entitled to amend any provision of the agreement, including the Additional Terms and Conditions and rates.

### 14.2

Except as provided in the fourth paragraph, such changes shall also apply to existing agreements to which these Additional Terms and Conditions have been declared applicable, unless the Supplier indicates that this is not the case.

### 14.3

The amendments shall take effect four weeks after their announcement, or on a later date specified in the announcement, unless a different statutory period is required, in which case that period shall apply.

### 14.4

If a Client does not wish to accept a change relating to a Service purchased by it, it may terminate the agreement relating to that Service in writing with effect from the date on which the change takes effect. The written notice of termination must be received by the Supplier before the effective date of the change.



The provisions of the previous paragraph do not apply

- a. If the change is exclusively to the benefit of the Client;
- **b.** If the change does not reasonably affect the (legal) position of the Client;
- c. If the Client is offered the option to refuse the change;
- **d.** If the change has already been irrevocably agreed upon at the time of entering into the agreement, such as a periodic adjustment of rates to inflation;
- e. If the change is prescribed by the government; or
- **f.** In other cases where this is not required under applicable laws and regulations.

### 14.6

If, in the event of termination on the basis of paragraph 4 of this article, a request for number retention as referred to in Chapter 1, Article 1.5 is also made, a definitive request for number retention must be received by the Supplier within two weeks of the effective date of the change, without prejudice to the provisions of paragraph 1.4 of this article. In this case, the agreement shall end at the moment the number is transferred, whereby the moment of the change, the new Additional Terms and Conditions and/or rates apply. If no definitive request for number retention has been received within the specified period, this will be considered a withdrawal of the termination and the agreement will continue under the applicability of the new Additional Terms and Conditions and/or rates, unless the Client has explicitly indicated that the termination also applies in that case.



### **Chapter 2** Subscriptions

### **Article 1 Conclusion of the agreement** for a subscription

### 1.1

The agreement for a Subscription is concluded as described in this article and, if concluded electronically, in accordance with the provisions of Chapter 1.

Article 1.3. A Subscription is requested by completing and signing a form intended for this purpose, or insofar as the Supplier and the Client have made explicit agreements in this regard in a further agreement.

### 1.2

At the Supplier's request, the applicant must identify themselves in the manner specified by the Supplier and provide any other information required by the Supplier to assess the application.

### 1.3

In the case of an application on behalf of a legal entity or company, the representative must, at the Supplier's request, identify themselves in the manner specified and demonstrate their power of representation. The power of representation must be demonstrated by means of a recent extract from a register kept by a Chamber of Commerce. If registration in such a register is not possible for the legal entity or company in question, the power of representation must be demonstrated in another manner specified by the Supplier.

### 1.4

The application shall be considered an irrevocable offer by the Client to purchase a Connection.

### 1.5

The Supplier may carry out a risk assessment in response to the application, in which it may, among other things, assess the creditworthiness of the (potential) Client.

### 1.6

The application may be refused by the Supplier in any case if:

- a. the risk assessment reveals risks that the Supplier is not reasonably prepared to accept;
- b. the applicant fails to fulfill or has failed to fulfill obligations arising from previous legal relationships with the Supplier;
- c. the applicant is included in a file as referred to in Chapter 1, Article 1.13, fifth paragraph.

### **1.7**

Unless otherwise indicated, the Supplier will notify the applicant whether the application has been accepted. The agreement is concluded on the date on which the Supplier confirms to the Client that the application has been accepted, unless another date has been agreed.

### 1.8

If a Subscription is activated in advance of acceptance, this activation shall be deemed conditional acceptance. The Supplier shall then be entitled to terminate the agreement for the Subscription with immediate effect or to impose further conditions if one or more of the circumstances referred to in the fifth paragraph arise. If the agreement is terminated, the applicant will owe the periodic fees for the period that the Subscription has been in service, as well as all fees arising from the use of Services.



The Subscription will be activated as soon as possible after the agreement has been concluded, unless another time has been agreed. If it is not reasonably possible for the Supplier to activate the Subscription within two Working Days, a further period will be agreed with a further term will be agreed with the Client. A different term for commissioning may apply to specific Types of Offer or Services. If the Client makes use of number retention as referred to in Chapter 1, Article 1.5, a different term for commissioning may also apply.

### Article 2 Amendment of the subscription agreement

### 2.1

If, during the minimum term as referred to in Chapter 2, Article 2.7, the Client wishes to change the Offer Type of its Subscription to another Offer Type for which a lower monthly fee is payable, the Client will continue to owe the higher monthly fee of the two Offer Types for the duration of the minimum term, unless otherwise specified for the specific Offer Type.

### 2.2

If the Client of a Subscription moves and/or changes its billing address, it must notify the Supplier of its new location and/or new billing address as soon as possible in advance.

### Article 3 Theft and loss

### 3.1

In the event of theft, loss, or (suspected) use of a SIM card or associated security codes against the will of the Customer, the Customer may request the Supplier to block the Subscription, except in the case of Offer forms where this option is excluded. Blocking will take place as soon as possible. Reports can be made 7 days a week. A request for blocking must be made to the Supplier immediately after the discovery of the theft, loss, or use against the will of the Customer.

### 3.2

The Client shall owe the usage-based fees until the Subscription has been blocked in accordance with the previous paragraph. However, amounts due periodically for the Subscription and the Additional Services shall remain due for the entire minimum term of the relevant agreement.

### 3.3

A block as referred to in the first paragraph may be lifted at the request of the Client. Costs may be charged for this.

Blocking may result in the loss of certain settings or data relating to the Connection.

### **Article 4 Payment for subscription**

### 4.1

One-off and periodic fees are payable from the date on which the Subscription is activated, unless the Parties agree otherwise.

### 4.2

The Supplier is entitled to demand advance payment of one-off and periodic fees. Usage-based fees are payable from the date on which they are charged. Different payment terms may be established for specific types of Offers.

### 4.3

Unless another method of invoicing has been agreed, the Supplier will charge the Client all amounts due under an agreement for a Subscription (including fees for Services, for goods delivered, and for thirdparty Content Services) by means of invoices. If it has been agreed that the invoices will be sent to one or more third parties or to different addresses, the Client remains liable to the Supplier for correct payment and the provisions of these Additional Terms and Conditions apply in full to the Client.

### 4.4

Depending on the Offer Form, invoices will be provided to the Client in paper or electronic form. Different periods may apply for different Offer Forms. In special circumstances (such as unusually high amounts for usage-dependent fees in a limited period), interim payment may be required.

### 4.5

Payment must be made within 21 days of the invoice date, unless expressly agreed otherwise. If the Client has provided the Supplier with a direct debit authorization, the Supplier is entitled to use it from the date of the invoice. If direct debit has been agreed, the invoice will state the date on which the Supplier will debit the invoice amount from the Client's account. The Supplier may impose further requirements or restrictions on the methods of payment.



The Client of a Subscription may indicate which of the methods offered by the Supplier it wishes to use to have its invoice specified or received. For a specification that deviates from the standard specification or for a different method of receipt, a fee may be charged in accordance with the published rates.

### 4.7

If the Client has repeatedly lodged objections to amounts charged to them and the objections have proved to be unfounded, the Supplier may, if objections are lodged again, charge the Client in advance for the investigation costs to be incurred. The Supplier will inform the Client that it will exercise this right before starting an investigation.

### Article 5 Late payment

### 5.1

If the Client of a Subscription has not paid the fees owed by him within the period referred to in Chapter 2, Article 2.4.5, or if the direct debit has not been successful, he will be in default without further notice of default. In default. In that case, the Supplier is entitled to the statutory interest referred to in Articles 6:119a and 6:120 of the Dutch Civil Code (statutory commercial interest) and to reasonable compensation for (extra)judicial costs and collection costs.

### **Article 6 Security**

### 6.1

In addition to what has already been stipulated in the General Terms and Conditions of Delivery, in the context of the conclusion or execution of an agreement to which these Additional Terms and Conditions have been declared applicable, the Supplier is also entitled (but not obliged) to block the Subscription if a Subscriber a limited period, the Customer becomes liable for above-average amounts for usage-dependent fees, the Supplier is also entitled (but not obliged) to block the Subscription or certain Services or destinations for which above-average rates apply, until the Client has made payment or provided security in accordance with the General Terms and Conditions of Delivery. Where reasonably possible, the Supplier will inform the Client of this in advance.

### Article 7 Term of the agreement for a subscription

### **7.1**

Unless expressly agreed otherwise, the agreement for a Subscription or Service is entered into for a minimum term, which is laid down in the agreement to which these Additional Terms and Conditions apply. After this minimum term has expired, the agreement will be converted by operation of law into an agreement for an indefinite period.

### 7.2

If it is necessary for an Additional Service that another Service is also purchased, the minimum duration of this other Service will be extended by the purchase of the Additional Service until the end of the minimum duration of that Additional Service. After the end of that minimum duration, the Additional Service will in any case end at the moment that the other (necessary) Service ends.

### **7.3**

Without prejudice to the provisions of the second paragraph, a Service may be terminated by either party upon expiry of the minimum term. Termination must be effected in writing, subject to a notice period of one (1) month, unless the Supplier has announced a different method of termination. Or if KPN terminates the Agreement subject to a notice period of three (3) months.

### 7.4

The Agreement to which these Additional Terms and Conditions apply shall terminate if all Services associated with the Subscription have been terminated.

### 7.5

The Supplier may terminate the agreement for a Subscription in whole or in part if the Contracting Party fails to fulfill one or more of its obligations. If fulfillment is still possible, a written reminder will first be sent, except in the cases referred to in Chapter 1, Article 1.12.2.

Termination by the Supplier is also possible in the event of bankruptcy, suspension of payments, statutory debt restructuring, or the Contracting Party being placed under guardianship.



If the Supplier terminates the agreement during the applicable minimum term on the basis of the previous paragraph, the Client remains obliged to pay to pay the periodic fees referred to in Chapter 1, Article 1.11 for the Services purchased by it for the remaining period of the minimum term.

### **7.7**

Upon termination of the agreement, regardless of the reason, the Client shall forfeit any claim to any remaining credits, such as bundle credits.





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