ADDITIONAL TERMS AND CONDITIONS FOR 800/900 SERVICES AND FACILITIES

ARTICLE 1 DEFINITIONS

Definitions of the following terms as they are used in these Additional Terms and Conditions:

800/900 Service :	a National 800/900 Service or International 800/900 Service that is made available by the Supplier;
800/900 Platform :	the system operated by the Supplier that controls routing of telephone traffic to the Information Service;
800/900 Facility :	each functionality that is offered alongside or as a complementary facility for an 800/900 Service;
Connection point :	a connection point where use can be made of a fixed public telephone service;
Different Provider :	the provider(s) of domestic or international telecommunication services or networks that are used when providing the 800/900 Services or when dialing the Service Numbers for those services;
Charged Number Symbol :	the symbol for charged Service Numbers, as registered with the Benelux Trademarks Office under number 1006308, and with other institutions;
Green Number Symbol :	the symbol for free Service Numbers, as registered with the Benelux Trademarks Office under numbers 443767 and 504791, and with other institutions;
Information Service :	the service that the Client provides for the Number Callers using its Service Number;
Information Services Code:	the Code Telefonische Informatiediensten (*Code for Telephone Information Services*), drawn up by the Stichting Informatiedienstencode or any institution authorized by the Dutch Ministry of Infrastructure and Environment, containing rules designed to increase the ease of recognition and reliability of National Service Numbers and relating to the use of Information Services that are offered via those numbers;
Information Rate:	the rate - per call, or dependent on the duration of the call - for the Information Service provided by the Client;

International Charged Number,
International Part-rate Number,
International Green Number : a number according to a foreign number plan that has been issued to the Supplier and which can be called from the country in question.

International Service Number : an International Charged Number, and International Part-rate Number, an International Green Number or a Universal International 800 Number;

International 800/900 Service : International Charged Service, an International Part-rate Service, an International Green Service or a Universal International 800 Service;

International Charged Service : a service provided by the Supplier where telephone calls from abroad to an International Charged Number are routed to the agreed destination of the Client, whereby the Number Caller pays an Information Rate that applies in the country in question for each call;

International Part-rate Service : a service provided by the Supplier where telephone calls from abroad to an International Part-rate Number are routed to the agreed destination of the Client, whereby the Number Caller pays an Information Rate that applies in the country in question for each call;

International Green Service : a service provided by the Supplier where telephone calls from abroad to an International Green Number are routed to the agreed destination of the Client, whereby the Number Caller does not pay an Information Rate for each call;

ITU : International Telecommunication Union, having its registered office in Geneva, Switzerland;

Supplier : all Dutch subsidiaries of Koninklijke KPN N.V., including but not limited to, KPN Corporate Market B.V. and KPN B.V.;

National 800/900 Service : a National 800 Service or a National 900 Service;

National 800 Service : the service provided by the Supplier where telephone calls to a Service Number in the 0800 number series of the National Number Plan are routed to the agreed destination of the Client, whereby the Number Caller does not pay an Information Rate for each call;

National 900 Service : the service provided by the Supplier where telephone calls to a Service Number in the 0900, 0906 or 0909 number series of the National Number Plan are routed to the agreed destination of the Client, whereby the Number Caller pays an Information Rate for each call;

National Number Plan (Nationaal Nummerplan) : the number plan determined by the former Dutch Ministry of Transport, Public Works and Water

	Management (now: Ministry of Transport and Environment) for the Netherlands in relation to telephone and ISDN services;
National Service Number :	a number from the 0800, 0900, 0906, or 0909 number series of the National Number Plan (Nationaal Nummerplan);
Number Holder :	the party to which a Service Number is allocated, being either the Client or a third party that has given the Client permission to use the Service Number;
Number Caller :	the party that calls a Service Number of the Client and to which the Information Service is offered;
Number Plan :	the number plan in which the Service Number is included that is used by the Client for the 800/900 Service provided to the Client; this number plan may be the National Number Plan, the Universal International Freephone Numbering Plan used by ITU or a foreign number plan;
Client :	the party that practices a profession or operates a business, with which the Supplier has concluded a Contract for the delivery of goods and Services to which these Additional Terms and Conditions apply;
Contract :	the contract and the associated appendices (including the Additional Terms and Conditions) pursuant to which the Supplier provides an 800/900 Service to the Client;
Party or Parties :	the Client or Supplier individually (“Party”) or jointly (“Parties”);
Peripheral Device :	equipment, software or wiring, which are not part of the 800/900 Service and which are connected to the Connection Point;
Service Level Agreement :	the additional agreements made between the Supplier and the Client with regard to the availability and/or maintenance of an 800/900 Service;
Service Number :	a National Service Number or an International Service Number;
Universal International Service Number :	an 800 Number in the 800 series of the Universal International Freephone Numbering Plan managed by the ITU that is universal in different countries and which has been allocated to the Client and can be called in the countries in question after dialing an international access code;
Universal International 800 Service :	a service provided by the Supplier where telephone calls from abroad or the Netherlands to a Universal

	International 800 Number are routed to an agreed destination of the Client, whereby the Number Caller does not pay an Information Rate for each call;
Traffic Data :	data about telephone traffic such as the time when the call starts and ends and its duration, and the number of the connection from which the call is made;
Working Days :	Monday through Friday, with the exception of days designated as public holidays in the Netherlands.

ARTICLE 2 GENERAL

2.1 It is not technically possible to prevent all faults or restrictions in the operation of the 800/900 Platform.

2.2 When providing access to Information Services, the Supplier is dependent in part on Other Providers. The Supplier cannot be held responsible for the satisfactory operation of the telephone networks used by Other Providers or the level of service they offer.

2.3 In principle, National Service Numbers cannot be dialed from abroad. Insofar as this is possible in exceptional cases, no Information Rates will charged to and collected from the Number Caller when using a National 900 Service. In the situations where National Service Numbers can indeed be dialed from abroad, allowance must be made for the fact that the foreign provider of telecommunication services shall charge the Number Caller in line with the traffic rates for calling the Netherlands that apply in the foreign country.

2.4 It is possible that a Service Number for an International Charged Service, an International Part-rate Service, and International Green Service or a Universal International 800 Service cannot be dialed from fixed or mobile connections of some foreign providers of telecommunication services.

2.5 Traffic costs for a call to a Service Number for an International Green Service or a Universal International 800 Service may be charged to the Number Caller by a foreign provider of telecommunication services.

2.6 The Supplier cannot prevent nuisance calls from being made to the Client's Service Number. The Client shall be charged the agreed rates for provision of the 800/900 Service in these cases as well.

2.7 The telephone calls intended for the Client are routed to a Connection Point at the destination agreed with the Client. All equipment, software and wiring that is required for use of the 800/900 Service from the Connection Point falls outside the responsibility of the Supplier pursuant to the Contract. These Additional Terms and Conditions do not apply hereto.

ARTICLE 3 800/900 FACILITIES

3.1 The provisions of these Additional Terms and Conditions also apply to the 800/900 Facilities that are delivered, except if and insofar as it is clear that this is not the case based on the wording or the sense of the provisions.

3.2 An 800/900 Facility is only offered if a Contract for an 800/900 Service has been concluded with the Supplier. Suspension or termination of the service provision for an 800/900 Service automatically leads to suspension or termination of the 800/900 Facility. Suspension or termination of an 800/900 Facility does not however result in suspension or

termination of the 800/900 Service.

ARTICLE 4 SERVICE NUMBERS

In order to make use of an 800/900 Service, the Client must be the Number Holder of a Service Number, or be entitled in some other way to use the Service Number.

4.2 If the right to use a National Service Number or a Universal International 800 Number has lapsed, the Client shall immediately inform the Supplier of this in writing, without prejudice to the Supplier's right as laid down in article 19.3 of these Additional Terms and Conditions.

4.3 When allocating and exercising the right to use an International Green Number, an International Charged Number or an International Part-rate Number, the Supplier is dependent on the policy of the foreign provider of telecommunication services. In the context of changes that may be implemented by the foreign provider, sometimes at short notice, the Supplier also reserves the right to implement the same changes vis-à-vis the Client within the same period.

4.4 An Other Provider has the right to inform its customers of the fact that Service Numbers can be blocked.

ARTICLE 5 NUMBER SYMBOLS

5.1 The Client with a Service Number for a National 800 Service, and International Green Service or a Universal International 800 Service is entitled to use the "Green Number Symbol" when publishing the free Service Number.

5.2 The Client with a Service Number for a National 900 Service or International Charged Service is entitled to use the "Charged Call Symbol" when publishing the Service Number.

ARTICLE 6 INFORMATION SERVICES CODE

6.1 The Contract for the National 800/900 Services is governed by the Information Services Code. International 800/900 Services may be governed by codes of conduct that apply in foreign countries. The Client must comply in all respects with the Information Services Code, or the applicable foreign codes of conduct, subject itself to the supervision that is exercised to ensure compliance with the codes in question and, in the event of infringement of the codes, observe sanctions that may be imposed by or on behalf of the supervisory authority.

6.2 The Supplier is not liable for damages suffered by the Client as result of the obligation to comply with the codes of conduct or due to sanctions that are imposed by relevant supervisory authorities. The Client shall indemnify the Supplier against claims of third parties with regard to the use of the Service Number by the Client and with regard to sanctions imposed by supervisory authorities in connection with infringement of the codes of conduct.

6.3 The Supplier is not liable for possible damages suffered by the Client that result from changes to the codes of conduct. The Client shall indemnify the Supplier against possible claims lodged by third parties to obtain payment in compensation of damages in this matter.

ARTICLE 7 NUMBER RETENTION

7.1 Upon termination of the Contract, the Supplier shall cooperate with the Client's request to transfer an International Charged Number, an International Part-rate Number, an International Green Number or a National Service Number to an Other Provider, if the Supplier has made agreements about number retention with this Other Provider.

7.2 Upon termination of the Contact, the Client may have a Universal International 800 Number which has previously been allocated to the Client put into service with an Other Provider.

ARTICLE 8 CHANGES TO THE 800/900 SERVICE

8.1 An 800/900 Service can be changed by the Supplier.

8.2 Where possible, the Supplier shall endeavor to carry out the change referred to in the first section of this article in a way that neither affects the services available for the Client's use nor the Peripheral Devices used by the Client. If that is not possible and a change has financial consequences for the Client that the Supplier may reasonably be expected to foresee, the change shall not be implemented until 3 months - or a longer period if reasonably possible - after the change has been announced.

8.3 In addition to the provisions of the second section of this article, the Supplier is entitled to change (an offer type for) an 800/900 Service if technical or business-related reasons make this necessary.

ARTICLE 9 USE

9.1 The Client is not permitted to take action, act or having others act in a way intended to affect:
- the amounts owed by the Client, as stated in article 12 in relation to use of the 800/900 Service, or
- the Information Rates, or
- the actual usage of the service by or in the name of Number Callers.

9.2 The Client is responsible for the content of the Information Service it offers. The Information Service must comply with the stipulations as prescribed by or pursuant to the law and may not infringe upon the rights of third parties.

9.3 If the Client may reasonably expect that the number of calls to its Service Number at or from a particular time may disrupt telecommunications traffic, the Client must report this to the Supplier without delay, and if the report is made by telephone confirm this in writing.

9.4 If telecommunications traffic is disrupted by the use of an 800/900 Service that has been provided to the Client, or by Peripheral Devices connected to the Client, the Client must comply with all instructions that are to be issued by the Supplier in this respect and accept the associated financial consequences. If the Supplier deems it necessary, the Supplier may (temporarily) discontinue the 800/900 Service without delay, either fully or partially.

ARTICLE 10 FAULTS

10.1 If a fault arises in the operation of an 800/900 Service, the fault shall be reported to the Supplier by, or on behalf of, the Client as soon as possible.

10.2 Faults will be investigated as soon as possible, but no later than two Working Days after they have been reported to the Supplier, unless the Supplier cannot be reasonably expected to do so within that period.

10.3 If required for proper investigation of a fault, the Client must cooperate with the fault investigation.

10.4 The Supplier may take (part of) the 800/900 Service out of operation temporarily in

order to investigate and resolve faults. The Supplier shall keep this to a minimum and, in cases where this is nonetheless required, inform the Client in good time while taking due account of the circumstances of the case, unless this is not possible.

10.5 The costs of the fault investigation and fault elimination are payable by the Supplier. The Client may be charged for these costs if the fault was caused by an action or failure to act in line with these Additional Terms and Conditions, or by improperly operating Peripheral Devices, or the presence of other equipment at the agreed location that has an influence on the 800/900 Service, or if the fault can be attributed to the Client.

ARTICLE 11 SUPPLIER'S LIABILITY

11.1 The Supplier may not be held responsible for the shortcomings of Other Providers.

11.2 The provisions of the previous section of this article do not apply to an amount that is paid by the Supplier in the context of a Service Level Agreement.

ARTICLE 12 AMOUNTS OWED BY THE CLIENT

12.1 In the case of a rate or discount package offered by the Supplier, the terms and conditions agreed in relation to this package apply in addition to the Additional Terms and Conditions. Migration during the (minimum) duration of the Contract to a different rate or discount package does not lead to automatic termination or amendment of the (minimum) duration for the Contract.

12.2 Insofar as amounts owed for a month are not owed for a full calendar month, 1/30th part of the monthly amount will be charged for each day, unless agreed otherwise.
The amounts owed shall be increased by the statutory amount of VAT or other taxes.

12.3 When determining the amounts owed, the traffic data recorded by the Supplier is conclusive, unless it can be shown that this data is incorrect. When determining this data, the Supplier shall exercise the care and attention that may reasonably be expected of it.

12.4 The agreed amounts are owed from the date on which the 800/900 Service is put into operation.

12.5 Unless a different invoicing method has been agreed, the Supplier shall charge the owed amounts to the Client by sending an invoice. Invoices are sent periodically and different periods may be adopted for different offer types. Under exceptional circumstances (such as above-average amounts for usage-related charges during a limited period) the Supplier may invoice the amounts in the interim period.

ARTICLE 13 INFORMATION RATES

13.1 If the Client purchases a National 900 Service, the Client may, within the possibilities offered by the Supplier, establish the Information Rate to be paid by or in the name of the Number Caller for consulting the Client's Information Service.

13.2 If the Client purchases an International Paid Service or an International Part-rate Service, the Client may, within the possibilities offered to the Supplier by the foreign provider of the telecommunications services, establish the Information Rate to be paid by or in the name of the Number Caller for consulting the Client's Information Service.

13.3 The possibilities offered to the Supplier as referred to in sections 1 and 2 of this article may be changed.

ARTICLE 14 PAYMENT OF INFORMATION RATES WITH REGARD TO NATIONAL 900 SERVICES

14.1 The Supplier shall collect the amounts owed for the Information Rates at the Client's risk costs. Collection shall either be performed by the Supplier under the Supplier's own name or via a third party under the name of that third party, to be decided at the Supplier's discretion.

14.2 With the exception of the provisions of the fourth section of this article, the total amount of the collected payments for the Information Rates shall be paid to the Client by the Supplier, after deducting the agreed collection charges (and costs) or other amounts. In the case of information rates per call, no payment shall be made if a call lasts less than 5 seconds and no traffic costs will be charged in such cases.

14.3 With the exception of the provisions in the fourth section of this article, the Supplier shall, prior to collection of amounts owed for the Information Rates as referred to in the first section of this article, pay to the Contract Party a periodical advance payment based on the Information Rate and the usage realized by or in the name of Number Callers as recorded by the Supplier, insofar as this usage exceeds the call duration stated in the second section of this article. The costs and amounts referred to in the second section of this article shall be deducted from the advance payment.

14.4 The Supplier is not bound to pay the advance payment or to implement collection of the amounts owed for the Information Rates and is entitled at all times to demand repayment of the advance payment that has already been paid or set off the advance payment, if and insofar as:
a a Number Caller takes the view that no amount for the Information Rates is owed to the Client;
b an Other Provider does not pay the registered amounts for Information Rates to the Supplier;
c a right of pledge has been established in respect of an amount owed for an Information Rate, or prejudgment garnishment or execution has been levied on said amount, or the existing right of action with regard to the amount has been transferred;
d (it is suspected that) the Client has acted contrary to the provisions of article 9, first section;
e (it is suspected that) actions have been implemented by a third party with the same intention as that indicated in article 9, first section, and the Client would thereby benefit disproportionately in comparison to the situation in which those actions were not implemented;
f (it is suspected that) the Information Service does not comply with the provisions of article 9, second section.

14.5 The advance payment shall be paid in the second month following the month in which the usage, as referred to in the third section, is registered. On each occasion, the Supplier shall draw up a specification of the amount to be paid and send it to the Client.

14.6 An advance payment shall be considered to be a final payment from a date one year after it has been paid, except and insofar as a situation occurs as referred to in the fourth section of this article under c. through f.

14.7 If, due to a suspicion of abuse as referred to in the fourth section under d, e, or f, no action has been taken to pay the advance payment, collect the amounts for the Information Rates, or if, for the same reason, repayment of payments already made for Information Rates has been demanded, or these payments have been set off, the Information Rates shall not be paid until the Client has demonstrated that this suspicion is incorrect.

14.8 If the Supplier initiates attachment of the amounts collected for the Client for the Information Rates, the associated costs incurred by the Supplier, both judicially and extra-judicially, shall be paid by the Client.

14.9 When determining the amounts owed for the Information Rates pursuant to this article, the Supplier's data is decisive.

14.10 The Client is fully and independently responsible for fulfilling all statutory VAT obligations in the matter of the Information Services supplied by the Client to the Number Callers. This also explicitly includes payment of any statutory VAT that is owed in respect of the payments received from the Number Callers and collected by the Supplier for the Information Services. The Client shall indemnify the Supplier against all claims regarding failure to observe these obligations.

14.11 The Supplier is entitled to suspend the payment to the Client of amounts due or advance payments pursuant to this article if the Client fails to comply with any of its payment obligations under the dictates of this article The Supplier is also entitled to set off amounts owed by the Client against amounts or advance payments that are due to be paid to the Client pursuant to this article.

ARTICLE 15 PAYMENT OF INFORMATION RATES WITH REGARD TO INTERNATIONAL CHARGED SERVICES

15.1 Notwithstanding the provisions of sections 15.2 and 15.3, article 14 also applies to payment of the Information Rates in the case of International Charged Services.

15.2 In deviation from section 14.3, payment shall take place based on the set Information Rate and the usage registered by the “operator in the land of origin” that has been realized for or in the name of Number Callers of the Information Service, insofar as this usage exceeds the call duration stipulated in section 14.3.

15.3 In the event of exchange rate fluctuations, the Supplier reserves the right to adapt the amount of the payment in order to compensate for these fluctuations.

ARTICLE 16 DISCONTINUATION

16.1 In observance of the provisions of the preceding articles, the Supplier reserves the right to (temporarily) discontinue the 800/900 Service, either fully or partially, if the Client fails to fulfill an obligation in the matter of an 800/900 Service vis-à-vis the Supplier and this default justifies discontinuation. The Supplier also reserves the right to (temporarily) discontinue the 800/900 Service, either fully or partially, if section 9.1 or section 14.4 applies.

16.2 The Supplier is authorized to implement full or partial discontinuation without any need for notice of default or other notification if: - (it is suspected that) the Client has acted contrary to the provisions of article 9, first section; - (it is suspected that) measures have been implemented by a third party with the same intention as that indicated in article 9, first section, and the Client would thereby benefit disproportionately in comparison to the situation in which those measures were not implemented; - (it is suspected that) the Information Service does not comply with the provisions of article 9, second section ; - a disruption has been detected as referred to in article 9, third or fourth section, or - the Client harms the interests of the Supplier in some other way to such an extent that the Supplier may not be expected to provide the 800/900 Service.

16.3 If the right to use the Service Number required for the 800/900 Service by the party that has made the Service Number available to the Client, or that allows the Client to use the Service Number, is suspended or terminated, or if it is found that the Service Number is used contrary to (a change in) the Number Plan, the Supplier is entitled to discontinue the 800/900 Service that is provided to the Client with immediate effect.

16.4 The Supplier is entitled to temporarily discontinue the 800/900 Service pursuant to a sanction based on the Information Services Code or a code of conduct that is valid abroad.

16.5 The payment obligation continues to be effective during the period of discontinuation.

ARTICLE 17 CLIENT'S DUTY TO COOPERATE

17.1 At the Supplier's request, the Client must take all necessary action at the site where the work referred to in article 16, first section is to be performed in order to enable the Supplier to carry out its work properly.

ARTICLE 18 USE AND PROCESSING OF PERSONAL DATA

18.1 The Supplier shall make the Client's data, consisting in principle of name, address, town and telephone number, available to any party that solicits this information, subject to that party being a publisher of a generally available telephone directory or provider of a generally available subscriber information service, unless the Client has indicated that it does not wish, or no longer wishes, to be included in the telephone directory and in the subscriber database used for the subscriber information service. The Client shall ensure the correctness and completeness of the data it provides in this respect. The Client guarantees to the Supplier that the data it provides in this respect does not infringe upon the rights of third parties.

18.2 Number information is exchanged in order to handle telecommunication traffic via the 800/900 Platform and the networks of Other Providers. Legislation in relation to this number information exists in the Netherlands and many other countries. The Supplier cannot guarantee compliance with legislation by Other Providers.

18.3 The Supplier shall comply with legal obligations relating to the issue of information (including personal data), for example for the purposes of a criminal investigation preliminary to prosecution.

18.4 The Supplier is entitled to create a file listing Clients in relation to which an 800/900 Service has been discontinued due to late payment, subject to observance of the provisions of article 16. This file is to be used by the Supplier and third parties, including Other Providers, in the context of accepting applications for those services. The Supplier shall, at the Client's request, inform the Client whether or not it has been included in a file of this nature and indicate the way in which the entry has been made. The Client may lodge an objection, if the Client does not agree with the way in which it has been entered in the file.

ARTICLE 19 CONTRACT DURATION AND TERMINATION

19.1 The Contract for a National 800/900 Service is concluded for an indefinite term with a minimum duration of twelve calendar months, unless agreed otherwise.

19.2 The Contact for the 800/900 Facility is concluded for a period or at least one calendar month. The Contract may be terminated subject to a notice period of seven Working Days, unless agreed otherwise.

19.3 The Contract for an International 800/900 Service is concluded for an indefinite term with a minimum duration of twelve calendar months, unless agreed otherwise.

19.4 The Client may give notice of termination within the agreed minimum term if the Supplier implements changes as referred to in article 8, second section.

19.5 Both Parties may give notice of termination of the Contract, also during the minimum term, subject to observance of the provisions in article 8, third section, if (the offer type for)

the 800/900 Service for which a Contact has been concluded is terminated in observance of the provisions of that section.

19.6 If a sanction is imposed pursuant to the Information Services Code or a code of conduct that applies abroad, the Supplier is entitled to give notice of termination for the Contract, also during an agreed minimum term, in writing and subject to the date on which the sanction comes into effect.

19.7 If the Supplier terminates the Contract or gives notice of termination in respect of the Contract in application of article 19, eighth section, during the minimum duration stated in section one of this article, the Client continues to be bound to pay the amounts due for the remaining period of the minimum duration.

19.8 Provisions from the Contract which by their nature should continue to apply after termination of the Contact, remain in effect after termination. The provisions of articles 11 (Supplier's Liability), 14 (Payment of Information Rates with regard to National 900 Services) and 15 (Payment of Information Rates with regard to International Charged Services) fall at all events within the scope of the above-mentioned provisions.

ARTICLE 20 CHANGES TO THE ADDITIONAL TERMS AND CONDITIONS AND RATES

20.1 The Additional Terms and Conditions and the rates may be altered by the Supplier.

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