Additional Privacy Statement for KPN HOTSPOTS
June 2019

If you use the internet at this location, we process your data, including personal data, traffic data and location data. Why and how we process your data is described in the KPN Privacy Statement. Click here for the KPN Privacy Statement.

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

- KPN stores the MAC address of your device for 72 hours from the first use, so that you do not have to be redirected to the homepage to give your approval all over again.
- KPN reports on an anonymous and aggregated basis to the HotSpots (the manager of the location where you connect) about the performance of the Wi-Fi equipment. Those reports are based on the traffic data.

Additional Terms and Users KPN HotSpots – June 2019

1. Definitions

In these End Users Additional Terms, the following terms are defined as follows:

- Subscription
  A connection for which the fees owed are periodically charged by means of direct debit against the Contracting Party.
- Additional Terms
  The present Additional Terms End Users.
- Payment Method
  The purchase of a code card, the use of a credit card, the dialing of a 0900 premium-rate number or direct debit, or any other method of payment to be introduced later.
- Contracting party
  The natural person entering into a Contract with KPN in a capacity other than in the performance of a profession or operation of a business.
- Service
  The KPN HotSpots Service.
- HotSpots (location with the HotSpots service)
  An indoor environment where KPN has established one or more access points for procuring the Service.
- HotSpots (name of the service)
  Location-specific service of KPN by which KPN delivers a service enabling wireless broadband Internet access or access to a (non-public) business network.
- Website
  The website with the address www.kpn.com or another website to be specified by KPN.
- KPN
  KPN B.V.
- Contract
  The Contract for the procurement of the Service.
- Peripheral Device
  A peripheral with the capacity to make a connection.
- Connection
  The capacity to connect to a HotSpots with a Peripheral Device.

2. General Provisions

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

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

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

3. Conclusion, duration and termination of a Contract

3.1 Your application is considered to be an irrevocable offer for the procurement of the Service.

3.2 Unless otherwise agreed, the Contract for the Service is concluded upon you submitting an application and this application being accepted by KPN. If KPN accepts your application, KPN will send you a confirmation.

3.3 In order to be able to assess your application, KPN may request you to identify yourself and provide other information relevant to the assessment of the application.

3.4 KPN will activate the Service as quickly as possible after the conclusion of the Contract, unless a specific later moment is agreed.

3.5 The Contracting Party warrants the accuracy of the Login Details provided by electronic channels for the purposes of entering into a Contract.

3.6 The Contract for a subscription has a minimum duration of one year unless otherwise agreed. The term of the Subscription commences after the Contracting Party has logged in for the first time. After the end of the minimum duration, the contract is converted into a permanent contract by operation of law.

3.7 The Contract may be canceled by either you or KPN as of the end of the minimum duration or thereafter. Cancellation must be notified to the other party in writing, in observance of a notice period of one month.

3.8 Alongside the grounds for rescission of the Contract as provided in the law, KPN is authorized to rescind the Contract in whole or in part, with immediate effect and without judicial intervention or notice of default, if the Contracting Party (a) applies for or is granted suspension of payments; (b) is declared bankrupt or if an application for the Contracting Party’s bankruptcy is filed.

3.9 The Website can be consulted for general information concerning KPN as provider of electronic communication services, such as the relevant commercial registers in which KPN is registered, VAT identification numbers, etc.

3.10 In observance of what is stipulated elsewhere in these Additional Terms, KPN is authorized to temporarily or permanently suspend the performance of the Service if the Contracting Party fails to fulfill one or more obligations under this Contract and the failure justifies suspension.
4. How to use KPN HotSpots service

4.1 The HotSpots Service is a service by which a connection is provided from KPN giving the Contracting Party access to a wireless network. The connection is made possible by a KPN HotSpots. A Contracting Party who has procured a subscription to this service can use all HotSpots locations of KPN.

4.2 A Connection can only be used in combination with a Peripheral Device that meets all applicable requirements of law. The consequences of the use of devices that do not meet these requirements are at the expense and risk of the Contracting Party. Peripheral Devices may differ in functionality, and this may have consequences on the user functionality and the quality of the Service.

4.3 The Contracting Party is not permitted to allow third parties the opportunity to make use of the Connection using the Contracting Party’s login details. The Contracting Party is not permitted to provide his/her login details to third parties to allow them to make use of the Connection. Despite this, the Contracting Party is responsible for the use that is made of the Connection, even if that use happens without the Contracting Party’s knowledge.

4.4 The Contracting Party is not permitted to abuse a Connection, for example by performing actions or allowing actions to be performed:
   a. that are in violation of the intent of the Services, or that restrict or influence the amounts charged by KPN;
   b. that cause disruptions in the Service and/or other computer networks, other networks, or telecommunications infrastructure, or which gives rise to nuisance or unintended use;
   c. that harasses or threatens third parties or otherwise violates the privacy of third parties.

4.5 If telecommunications traffic is disrupted in the course of the Contract Party’s use of the Service (for example, as the result of connecting a malfunctioning Peripheral Device), the Contracting Party is obliged to follow all instructions of KPN and to accept the financial consequences associated therewith. If it becomes necessary in the opinion of KPN, KPN may temporarily or permanently block the Service, or components thereof, to the Contracting Party, and may do so without notice if appropriate.

4.6 KPN may change the technical qualities of the Service in order to ensure that the Service continues to meet current standards and the state of the art.

4.7 Where possible, KPN will endeavor to implement the changes referred to in the preceding paragraph without limiting the user functionality of the Service.

5. Intellectual property rights

5.1 The Contract does not also extend to the transfer of intellectual property rights used by KPN within the context of the Service.

5.2 The Contracting Party obtains a non-exclusive, nontransferable right to use any software and user documentation for the duration of the Contract insofar as required to make use of the Service.

6. Safety

6.1 The data transfer between the HotSpots and the Peripheral Device used by the Contracting Party will be either encrypted or unencrypted, depending on the technical capability of the Peripheral Device. The Contracting Party therefore accepts the risk that the transferred data may be received by parties other than those it is intended for.

6.2 The Contracting Party is personally responsible for securing his/her systems, devices and data files and for the use of any encryption technology in sending email and downloading files.

7. Quality, maintenance and interferences

7.1 The Service involves the use of wireless network technology. The fact that the options for establishing a Connection and the quality and properties of that connection will not be available always and everywhere, and will not always be of the same quality, is inherent to this technology. Differences will be dictated in part by factors such as the Peripheral Device used, the radio coverage of the HotSpots (which may be affected by problems caused by devices using the same radio frequency as the HotSpots), the amount of telecommunications traffic, etc.

7.2 KPN will endeavor to ensure that the Service functions without disruption to the extent possible. However, it is impossible from a technical standpoint to prevent every disturbance or restriction of the service.

7.3 The HotSpots will be maintained by or on behalf of KPN. KPN may temporarily take this HotSpots down for maintenance purposes. KPN will restrict this to a minimum, and where possible will announce such downtime in advance.

7.4 Disruptions will be investigated and rectified as quickly as possible after becoming known to KPN.

7.5 The costs of investigating and rectifying disruptions will be borne by KPN. These costs may be charged on to the Contracting Party if the investigation reveals that the cause of the disruption lies within the Peripheral Device used or is the result of acts by the Contracting Party in violation of these Additional Terms.

8. Rates and payment

8.1 For the Service, the Contract Party owes a fee to KPN in accordance with the rates established and generally made known through various channels (including, but not limited to, www.kpn.com/hotspots). The fee consists of a monthly amount incurred and payable in advance, with payment to be made by Payment Method.

8.2 For the determination of the amounts owed, KPN’s data is decisive excepting where this data is demonstrated to be incorrect. In the establishment of this data, KPN will observe all reasonably expectable due care.

8.3 The Contracting Party must pay invoices within 21 (twenty-one) days after date of invoice, excepting where explicitly agreed otherwise. Where direct debit is agreed, the invoice will state the date on which KPN will deduct the amount of invoice from the Contracting Party’s account.

8.4
Objections to invoiced amounts must be notified to KPN in writing before the expiry of the payment period, failing which the accuracy of the amounts invoiced after the expiry of the payment period is deemed to be established. For the determination of the amounts owed by the Contracting Party, KPN's data is decisive excepting where the Contracting Party demonstrates that this data is incorrect.

8.5 If the Contracting Party does not pay the amounts owed within the applicable payment period, the Contracting Party is in default without notice of default being required. As of that moment, KPN is entitled to statutory interest as defined in articles 119a and 120, Book 6, Dutch Civil Code (statutory interest) and to reasonable compensation of judicial and extrajudicial costs and collection costs.

8.6 The Contracting Party is only entitled to suspend performance for the disputed part of the claim. If the Contracting Party invokes suspension, it must inform KPN of the reasons for this suspension within five business days.

9. Liability of KPN
9.1 KPN rejects all liability in the context of the conclusion or performance of the Contract excepting as determined in the following paragraphs of this article.

9.2 KPN is solely liable for damages resulting from failures attributable to KPN in the following cases and up to the specified amounts:
   a. if the damages are the result of death or personal injury, up to a maximum amount of €1,500,000 per event;
   b. if the damages are the result of damage to property of the Contracting Party, the cost of repair or replacement up to a maximum of €500,000 per event;

9.3 Failures of other providers of networks and services with which the HotSpots is directly or indirectly connected are not attributable to KPN.

9.4 If as a result of an event (or series of events with the same cause) as referred to in the second paragraph, more than one claim arises and the total claims exceed the maximums per incident indicated there, the claims will be paid in proportion thereto.

9.5 KPN cannot appeal to the limitation of liability as referred to in the second paragraph if the damages are caused by KPN with intent or gross negligence and in the knowledge that these damages will arise.

9.6 Damages must be reported to KPN in writing as quickly as possible and no later than within four weeks after they arise or the moment at which they could reasonably have been discovered. KPN cannot be held liable for any damages not notified to it within that period.

10. Liability Contractor
10.1 The Contracting Party rejects all liability in the context of the conclusion or performance of the Contract excepting as determined in the following paragraphs of this article or elsewhere in these Additional Terms.

10.2 The Contracting Party is liable for damages resulting from a failure attributable to the Contracting Party.

The Contracting Party indemnifies KPN against claims of third parties for compensation of damages that such third parties may be able to or wish to recover from KPN in any way, insofar as this claim is based on use of the Service made by the Contracting Party, specifically in relation to the content of the information sent or retrieved by the Contracting Party using a Service and/or any intellectual property rights thereto.

11. Complaints and disputes
11.1 In the event of complaints or disputes relating to the Service, the Contracting Party will first approach KPN using the telephone number or address specified by KPN for the purpose. Within 30 days after receipt of the complaint or dispute, KPN will provide a substantive response, unless doing so is not reasonably possible. If that is the case, then within this thirty-day period KPN will notify the Contracting Party the date by which a substantive response can be expected, stating reasons for the delay.

11.2 If the Contracting Party does not consent to the handling of his/her complaint or dispute in accordance with article 11.1, the Contracting Party is entitled to submit the dispute to the competent court in The Hague.

12. Final provisions
12.1 The Contract is governed by Dutch law.

12.2 The Vendor is entitled to amend these Additional Terms. The changes go into effect four weeks after their announcement or a later date as specified in the announcement.

12.3 The Vendor is at all times authorized to change a Service or replace certain components of the Service with other components, so long as the fundamental nature of the Service is maintained.

12.4 Insofar as changes pertain to a public electronic communication service, section 7.2 of the Telecommunications Act applies.

- End Additional Terms –

SECURITY INFORMATION

KPN offers various kinds of telecommunication services. Certain security risks may be inherent to the use of such services, for example in regard to the integrity of your data or your identity, or the security of the devices used by you. KPN will inform you of specific security risks through a number of channels, including on www.kpn.com.

Various services of KPN can provide you with access to the internet. While the internet is an essential source of information, there are also certain risks unavoidably associated with its use. The following is a list of some of the more common risks to violation of your privacy or the security of your devices, data, and internet connection. For an up-to-date list of specific risks and recommendations on steps to take to reduce them, see www.kpn.com. You are personally responsible for taking whichever steps you deem necessary.

Spam
Receiving or sending (knowingly or unknowingly) large
amounts of unsolicited messages.

**Botnet, zombie**
Hijacking of your computer by an unauthorized user.

**Phishing**
Receiving or sending (knowingly or unknowingly) code intended to acquire the personal data of subscribers, for example banking data, PIN codes or login names.

**Spyware**
Receiving or sending (knowingly or unknowingly) software intended to spy on the (online) activities of subscribers.

**Trojans and other malware**
Receiving or sending (knowingly or unknowingly) code intended to disrupt the performance of hardware of subscribers to the point where data is lost or exposed to the outside world.

**Wireless router security**
The undesired access to the wireless internet connection by other end users, as a result of which criminal or otherwise undesired activity over this connection could be attributed to the subscriber in question or which could allow other end users to gain access to the subscriber's computer.

**Identity theft**
Use by others of the subscriber's identity, for example by obtaining the subscriber's password, email address, name and address information or date of birth.

**Unwanted websites**
Accessing or being confronted with (unsolicited and) undesired websites, such as websites not suitable for children.