Supplementary Terms and Conditions

VastMobiel Totaal

March 2012
DEFINITIONS
Unless otherwise stated in this article 1, the terms starting with a capital letter have the same meanings respectively assigned to them in the Supplementary Terms and Conditions for BedrijfsSelect, Supplementary Terms and Conditions for PremiumSelect or the Supplementary Terms and Conditions for SympacSelect.

Supplementary Terms and Conditions: means these supplementary terms and conditions for VastMobiel Totaal.
Mobile Telephone Service: means the mobile telephone service of KPN for handling telephone traffic to and from network connecting points in the Mobile Network within the meaning of the General Conditions for Mobile or other telephone networks to which the Mobile Network is connected directly or indirectly.
VastMobiel Totaal Module: means an element of service provided and designated by KPN for BedrijfsSelect, PremiumSelect, Sympac or SympacSelect for handling mobile traffic via the Fixed Telephone Service.
Fixed Telephone Service: means the KPN service for handling telephone traffic to and from Network Connecting Points or similar connecting points in other telecommunications networks (fixed or mobile networks, in the Netherlands and other countries) to which the fixed Telecommunications Network of KPN is connected.
VastMobiel Totaal: means the offering of the Fixed Telephone Service and Mobile Telephone Service whereby the mobile Lines use the VastMobiel Totaal Module.
Mobile Subscription: means a subscription under a BedrijfsBundel, PremiumSelect, Sympac or SympacSelect Agreement.

AGREEMENT AND CONDITIONS
2.1 The VastMobiel Totaal Module may be taken only if KPN and the Contracting Party have concluded with each other a valid BedrijfsSelect, PremiumSelect, Sympac or SympacSelect Agreement and the Contracting Party conducts all fixed traffic of its sites in the Netherlands by means of the Fixed Telephone Service using either PSTN/ISDN or VoIP Connect.
2.2 If the Contracting Party wishes to take the VastMobiel Totaal Module, KPN and the Contracting Party shall conclude a VastMobiel Totaal Agreement for this purpose.
2.3 A full description of VastMobiel Totaal together with associated possibilities and consequences can be found in the VastMobiel Totaal service description.
2.4 KPN reserves the right to amend these General Conditions, the service description and prices of the VastMobiel Totaal Module and the prices of the Fixed Telephone Services from time to time. Such amendments shall be subject to article 1.16 of the General Conditions.
2.5 Lines within the Closed User Group of the VastMobiel Totaal Module cannot additionally be placed in other Closed User Groups in Mobile Telephony, i.e. the Closed User Group for the VastMobiel Module and the Closed User Group for Onbeperkt Onderling Bellen.
2.6 Interconnections with the Mobile Network of KPN shall be made by means of one or more 2MB Leased Lines. If there are several Interconnections, they shall all have to be connected at the same location and to the same PBX.
2.7 The VastMobiel Totaal service shall be connected and implemented only on a PBX certified by KPN. A list of certified PBXs can be found in the VastMobiel Totaal service description.

PRICES AND FAIR USE POLICY
3.1 Telephone calls initiated from a Mobile Device to a destination outside the Closed User Group shall be handled via the Fixed Telephone Service and shall be subject to call prices in accordance with the telephone prices for VoIP Connect or the Fixed Telephone Service published on www.kpn.com.
3.2 If KPN observes that the Contracting Party has acted in violation of the prescribed handling of fixed telephone traffic described in paragraph 1 of this article, KPN shall have the right to charge calls on the Mobile Lines of the Contracting Party at the regular Mobile Subscription rate and to deactivate the functionalities associated with the VastMobiel Totaal Module.
3.3 A Fair Use Policy applies to the VastMobiel Totaal Module. Under this policy the End User is subject to a maximum monthly volume of voice calls (measured within the Mobile Network of KPN). The applicable maximums can be found in the VastMobiel Totaal service description.
3.4 KPN shall notify the Contracting Party if an End User has violated the Fair Use Policy. If the Contracting Party fails in the following month to adjust its usage to the Fair Use Policy, KPN shall have the right to charge the calls referred to in paragraph 3 of this article at the regular Mobile Subscription rates and to deactivate the functionalities associated with the VastMobiel Totaal Module.
4.1 The VastMobiel Totaal Module shall be agreed for an open-ended term, subject to a minimum of one year, starting from the date of delivery.

4.2 Either party may cancel the VastMobiel Totaal Agreement effective from or after expiry of the minimum term, subject to three months notice in writing.