Supplementary Conditions
PremiumSelect

Version August 2016
Article 1 Definitions
Terms starting with a capital letter have the same meanings as those assigned to them in article 1 of the General Conditions and in this article 1.

Associated Company a subsidiary (within the meaning of article 2:24a of the Civil Code) of the Contracting Party, or a legal person (or a subsidiary thereof) of which the Contracting Party is a subsidiary.

Closed User Group all Lines of the Contracting Party covered by a PremiumSelect Agreement.

General Conditions the General Conditions for Mobile Telecommunication Services of KPN.

Interconnection a connection between a PBX system and the mobile network of KPN.

Module a Supplementary Service offered by KPN as part of PremiumSelect.

PremiumSelect an Offering of several Subscriptions, whereby the Contracting Party may take various modules.

PremiumSelect Agreement a master agreement for PremiumSelect, under which individual Subscriptions may be concluded.

Supplementary Conditions these Supplementary Conditions for PremiumSelect.

Article 2 Agreement and conditions
2.1 The PremiumSelect Agreement and constituent Subscriptions and Modules shall be subject to the General Conditions and also to these Supplementary Conditions for PremiumSelect, the Supplementary Conditions for BlackBerry, the Supplementary Conditions for Business Data Services and the Supplementary Conditions for the Handset Replacement Service and SIM Only Handset Replacement Service. The following order of precedence shall apply in the event of discrepancies between the different parts of the agreement:
   a PremiumSelect Agreement;
   b Supplementary Conditions;
   c General Conditions.

2.2 Any KPN offer to enter into the PremiumSelect Agreement shall be made on condition that at the same time as entering into the PremiumSelect Agreement the Contracting Party takes one or more new Subscriptions under the PremiumSelect Agreement or places existing Subscriptions under the PremiumSelect Agreement under the provisions of article 3.3.

2.3 A complete description of PremiumSelect and the applicable tariffs can be found in the KPN PremiumSelect service description and associated tariff lists and also in the service descriptions of the Modules and any tariff lists applicable to them.

2.4 KPN reserves the right to amend these Supplementary Conditions and the service description and tariffs of PremiumSelect from time to time. Such amendments shall be subject to article 1.16 of the General Conditions.

2.5 The opening hours mentioned in article 4.1 of the General Conditions of the Handset Replacement Service and SIM Only Handset Replacement Service do not apply under a PremiumSelect Agreement. Under a PremiumSelect Agreement the opening hours are the same as those of the Service Desk mentioned in the PremiumSelect service description.

2.6 The Contracting Party shall ensure that the End-User holds authority on behalf of the Contracting Party to order repairs as described in the General Conditions of the Handset Replacement Service and SIM Only Handset Replacement Service.

Article 3 PremiumSelect agreement and subscriptions
3.1 The PremiumSelect Agreement may be concluded only with legal persons and with natural persons acting in the performance of a profession or business. At the request of KPN the Contracting Party shall submit a recent certified extract from the register of companies of the Chamber of Commerce.

3.2 Each Contracting Party may conclude only one PremiumSelect Agreement. If the Contracting Party has nevertheless concluded several PremiumSelect Agreements with KPN, or additional to the PremiumSelect Agreement has concluded with KPN other agreements that provide for a Closed User Group, those agreements shall be regarded and treated as separate agreements and the Closed User Groups shall not be combined under any circumstances.

3.3 If the Contracting Party takes from KPN individual Subscriptions for Mobile Telecommunication Services, the Subscriptions may be placed under the
PremiumSelect Agreement at the time of its conclusion by requesting this on the application form. During the term of the PremiumSelect Agreement the Contracting Party may place individual Subscriptions for Mobile Telecommunication Services under the PremiumSelect Agreement by submitting a migration request to KPN. Subscriptions placed under the PremiumSelect Agreement under the provisions of this article shall be subject to the PremiumSelect conditions and tariffs. Any old conditions and tariffs shall expire.

3.4 If the Contracting Party is a legal person, it shall also be possible to conclude Subscriptions with Associated Companies under the PremiumSelect Agreement. At KPN’s first request the Contracting Party shall demonstrate the existence of an Associated Company. Unless otherwise agreed, all amounts owed for Subscriptions concluded under a PremiumSelect Agreement shall be invoiced to the Contracting Party.

3.5 Except with KPN’s prior written permission, the Contracting Party and its Associated Companies may not supply, resupply or transfer to third parties any Subscriptions concluded under the PremiumSelect Agreement or allow their use by third parties in any way, unless the third party is an End-User who performs work on behalf of the enterprise of the Contracting Party and/or Associated Company under a contract of employment or other contractual relationship.

Article 4 Modules
4.1 Modules may be agreed at the time of establishment or during the term of the PremiumSelect Agreement.

4.2 KPN offers Modules that may be agreed only for all Subscriptions concluded under the PremiumSelect Agreement or placed under the agreement under the provisions of article 3.3 and also Modules that may be agreed for each Subscription.

4.3 A fair use policy shall apply if a fixed limit has not been stipulated for use of a Module. Any special fair use policy applicable to any Modules that may be taken as part of PremiumSelect shall be stated in the relevant service description(s).

4.4 Use shall be limited in the case of the Onbeperkt Onderling Bellen (Unlimited Mutual Calls) and Onderling VastMobiel (Mutual Fixed-Mobile) Modules. The limits and prices applicable outside the limit are stated in the KPN PremiumSelect service description and accompanying tariff list.

4.5 Besides the General Conditions and Supplementary Conditions, Modules may be made subject to specific conditions.

Article 5 Implementation and delivery of vastmobiel and vastmobiel totaal modules
5.1 The provisions of article 5 shall apply only if the Contracting Party takes the VastMobiel or VastMobiel Totaal Module.

5.2 After establishment of an agreement for the VastMobiel or VastMobiel Totaal Module or earlier during the offer process, KPN shall prepare in consultation with the Contracting Party a project plan that defines the technical and operational implementation of the VastMobiel or VastMobiel Totaal Module. The timelines stated in the project plan shall be target dates and can never be construed as guaranteed delivery dates.

5.3 The technical start-up of a VastMobiel Totaal Module shall take place based on a test and brief instruction by KPN, after which both KPN and the Contracting Party shall sign the Notice of Delivery.

5.4 Unless explicitly stated otherwise, the following kinds of work are not included in the VastMobiel Totaal Agreement:

a. installing a 220 V power outlet at the place where the connection to the PBX system of the Contracting Party will be created. These outlets must be connected from the meter cupboard to a separate group;

b. supplying and fitting equipment for cleaning up a dirty 220 V mains power supply;

c. creating freely accessible (separate) cable ducts, tubes, back boxes and floor pillars with sufficient capacity;

d. installing a system earth (required for the proper functioning of every PBX system).

5.5 If the work mentioned in article 5.4, a to d inclusive, is necessary for implementation of the VastMobiel or VastMobiel Totaal Module and is performed by KPN at the request of the Contracting Party, the cost of the work shall be billed separately.

5.6 Extra work shall be performed only after the Contracting Party has issued written instructions to
that effect. The costs of the extra work shall be payable by the Contracting Party.

**Article 6 Charges and payment**

6.1 If a Subscription has not been used actively for an uninterrupted period of two months, i.e. if there has been no inbound or outbound traffic on the Line, KPN shall have the right to charge €10 per month in addition to the amount owed for the Subscription.

6.2 The Contracting Party shall owe the amounts for the taken Subscriptions and Modules regardless of whether the Contracting Party has factually and/or technically activated the Subscriptions and/or Modules.

6.3 The recurring charges owed for the Interconnection for the VastMobiel and/or VastMobiel Totaal Module shall be payable from the first calendar month following the date of delivery of the Module. If for reasons attributable to the Contracting Party the Notice of Delivery of the Interconnection has not been signed within one month of delivery of the Interconnection, KPN shall have the right to charge the recurring charges owed for the Interconnection from the first calendar month following its delivery.

6.4 Each month KPN shall send the Contracting Party an invoice for the amount that it owes for Orders completed in the previous calendar month(s). Each invoice shall describe in reasonable detail each cost item or cost type.

6.5 Charges payable for subscriptions, modules and interconnections shall be invoiced one month in advance. Traffic charges shall be invoiced in arrears.

**Article 7 Term of the premiumselect agreement**

7.1 The PremiumSelect Agreement shall be entered into for a minimum term to be agreed in the PremiumSelect Agreement of at least one year starting from the date of establishment of the agreement. On expiry of the agreed minimum term the PremiumSelect Agreement shall be renewed for an open-ended period of time. Each party may cancel the PremiumSelect Agreement after expiry of the agreed minimum term, a notice period of one month shall apply for Customer and a notice period of three months shall apply for KPN.

7.2 If the PremiumSelect Agreement ends, the constituent Subscriptions shall also end. Insofar as the minimum term of such Subscriptions has not yet expired on the date of termination, KPN shall charge the Contracting Party a lump sum. The lump sum shall consist of the charges for the Subscription over its remaining contractual term.

7.3 If during the term of the PremiumSelect Agreement an individual Subscription is cancelled prior to expiry of the minimum term of the Subscription, KPN shall charge the Contracting Party a lump sum. The lump sum shall consist of the monthly charges for the Subscription over its remaining contractual term.

7.4 Modules shall be agreed in principle for an open-ended period of time and may be cancelled from month to month subject to notice of one month. Modules subject to a minimum term may be cancelled with effect from or after expiry of the minimum term subject to the period of notice applicable to the Module.

7.5 If the Contracting Party takes a Module applicable to all Subscriptions concluded under the PremiumSelect Agreement, the PremiumSelect Agreement may not be cancelled, supplemental to the provisions of article 7.1, earlier than with effect from or after the minimum term of the Module concerned.

7.6 If a Subscription ends, a Module associated with the Subscription shall also end. Insofar as the minimum term of the Module has not yet expired on the date of termination, KPN shall charge the Contracting Party a lump sum. The lump sum shall consist of the charges for the Module for the remaining contractual term.

7.7 Interconnections shall be agreed for a minimum term of one year and may be cancelled with effect from or after expiry of the minimum term subject to notice of one month. If the PremiumSelect Agreement ends before expiry of the minimum contractual term of the Interconnection, KPN shall charge the Contracting Party a lump sum for the Interconnection. The lump sum shall consist of the charges for the Interconnection over the remaining contractual term.

**Article 8 Online services**

8.1 The conditions stated in this article 8 shall apply to Web Services (‘Online Services’) that KPN offers the
Contracting Party via the Internet. The functionalities and specifications of the Online Services are described in the relevant service descriptions.

8.2 All acts performed via the Online Services shall be governed by the contractual arrangements contained in or arising from the PremiumSelect Master Agreement. All orders shall additionally be subject to the General Conditions of Delivery.

8.3 The Contracting Party shall access the Online Services by creating access details in Online Services or by using access details provided by KPN. The Contracting Party shall be responsible for all use made of the access details, for all orders placed using the access details and for any other actions by means of the access details. The Contracting Party shall inform KPN immediately of any suspicion of the loss or misuse of the access details. The Contracting Party shall be liable for all damage and costs incurred through loss or misuse of the access details, including the costs of measures taken by KPN to prevent misuse of lost access details. If and to the extent that KPN is aware of any unauthorized use of an access code, KPN shall have the right to block the access code to prevent its further use or misuse.

8.4 The Contracting party shall use the Online Services at its own risk. KPN shall not be liable for the use, content, availability, unavailability or working of the Online Services.

8.5 The Contracting Party shall be responsible for all hardware, software and connections that it uses to provide access to the Online Services. The Contracting Party shall be liable for all damage caused in or on KPN systems through use of Online Services by the Contracting Party by means of incorrect, unsuitable or faulty hardware, software or connections.

8.6 If a price or condition of a product or Service is stated erroneously in the Online Services due to an obvious typing error or technical fault, KPN shall not be bound to deliver the product or Service in accordance with such price or condition. Unless explicitly stated otherwise, all prices and conditions shall apply at the time of viewing of the Online Services by the Contracting Party.

8.7 KPN may publish conditions for a specific Online Service on the website on which the Online Service is provided. Such conditions shall be deemed an integral part of these Supplementary Conditions.

8.8 The legal relationship between the Contracting Party and KPN shall not be subject to any provision of article 6.227b., para. 1, or article 6.227c of the Netherlands Civil Code or any other arrangement based on E-Commerce Directive 2000/31/EC (OJ EC L178 of July 17, 2000).

Article 9 Data security

9.1 KPN may process data, including personal data and traffic data, in order to investigate and prevent fraud and to extract general information from the traffic figures of the Contracting Party for various marketing purposes. KPN may forward this data to third parties, within or outside the European Union, in order to comply with its obligations under these Conditions and provisions and to prepare invoices and reports in conformity with these Conditions and provisions. The Contracting Party shall allow KPN to commission third parties to process the data for these purposes. If prevailing legislation requires each individual End-User concerned also to give its permission, the Contracting Party guarantees its authority to represent the End-User in this matter and shall indemnify KPN and hold it harmless against any claim brought by an End User on the ground that the Contracting Party did not have the right to consent to the processing of such personal data or traffic data of the End-User under this article.

Article 10 Use of content

10.1 The Contracting Party shall indemnify KPN and hold it harmless against all claims and damage resulting from a claim lodged by a third party on the ground that content, publication or use of the services by End-Users constitutes a criminal offence or an unlawful act with regard to KPN or third parties.

10.2 The volume or speed of messages may be limited and messages in services may be forwarded later or not at all. This depends on the nature of the service or technology used, or may occur on reasonable grounds to avoid transmission of large volumes of unsolicited messages.