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**Article 1 Definitions**
The following terms starting with a capital letter have the meanings respectively assigned to them in article 1 of the General Conditions and in the present article 1. Supplementary Terms and Conditions: means these supplementary terms and conditions for SympacSelect.

**General Conditions** means the KPN general conditions for mobile telecommunications services.

**SympacSelect Agreement** means a SympacSelect master agreement under which individual Subscriptions may be concluded.

**SympacSelect** means an Offering for several Subscriptions, whereby the Contracting Party may take various modules.

**Closed User Group** means the Lines of the Contracting Party under a SympacSelect Agreement.

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

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

**Module** means a supplementary service offered by KPN for the purpose of SympacSelect.

**Article 2 Agreement and conditions**

2.1 The SympacSelect Agreement and associated Subscriptions and Modules shall be subject to the General Conditions and to the Supplementary Terms and Conditions for SympacSelect, Supplementary Conditions for BlackBerry and Supplementary Terms and 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. SympacSelect Agreement;
   b. Supplementary Terms and Conditions;
   c. General Conditions.

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

2.3 A complete description of SympacSelect and the prevailing prices can be found in the SympacSelect service description of KPN and accompanying price list and in the service description of the Modules and any accompanying price lists.

2.4 KPN reserves the right to amend the Supplementary Terms and Conditions and the SympacSelect service description and prices 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 Supplementary Terms and Conditions of the Handset Replacement Service and SIM Only Handset Replacement Service shall not apply under a SympacSelect Agreement. Under a SympacSelect Agreement the opening hours shall be the same as the Service Desk opening hours mentioned in the SympacSelect service description.

2.6 The Contracting Party shall allow the End User, on its behalf and as its duly authorized representative, to issue instructions for the repairs described in the Supplementary Terms and Conditions of the Handset Replacement Service and SIM Only Handset Replacement Service.

**Article 3 Sympacselect agreement and subscriptions**

3.1 A SympacSelect Agreement shall be concluded only with legal persons and with natural persons acting in the pursuit of a profession or business. At KPN’s request the Contracting Party shall submit a certified copy of its registration in the Register of Companies of the Chamber of Commerce.

3.2 Each Contracting Party may conclude only one SympacSelect Agreement. If the Contracting Party has nevertheless concluded several SympacSelect Agreements with KPN, or in addition to the SympacSelect Agreement has concluded with KPN other agreements that provide for a Closed User Group, those agreement 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 individual Subscriptions for KPN Mobile Telecommunications Services, those Subscriptions may be placed under the SympacSelect Agreement when entering into that agreement by requesting this on the application form. During the
term of the SympacSelect Agreement, the Contracting Party may place individual Subscriptions for Mobile Telecommunications Services under the SympacSelect Agreement by submitting a migration request to KPN. Subscriptions placed under the SympacSelect Agreement under the provisions of this article shall be subject to the SympacSelect conditions and prices. Any old conditions and prices shall cease to be valid.

3.4 If the Contracting Party is a legal person, it shall additionally be possible under the SympacSelect Agreement to conclude Subscriptions with its Associated Companies. At KPN’s first request the Contracting Party shall demonstrate the existence of an Associated Company. Unless otherwise agreed, all charges owed for Subscriptions concluded under a SympacSelect Agreement shall be billed to the Contracting Party by means of a single invoice.

3.5 The Contracting Party and its Associated Companies may not resupply or transfer to third parties any Subscriptions concluded under the SympacSelect Agreement without KPN’s prior written consent and may not in any way allow such Subscriptions to be used by third parties, with the exception of a third party who is an End User who through employment or other contractual relationship performs work for the Contracting Party’s own company and/or Associated Company.

Article 4 Modules

4.1 Modules may be agreed at the time of establishment of the SympacSelect Agreement or during its term.

4.2 KPN offers Modules that may be agreed only for all Subscriptions that have been concluded under the SympacSelect Agreement or that have been placed under that 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 set for use of a Module. If a special Fair Use Policy applies to one or more Modules that can be taken for SympacSelect, it shall be stated in the relevant service description(s).

4.4 Use of the Modules Onbeperkt Onderling Bellen and Onderling VastMobiel Bellen shall be subject to limits. The limits and the prices applicable on exceeding them shall be stated in the SympacSelect service description of KPN and the associated price list.

4.5 Specific conditions may apply to Modules in addition to the General Conditions and these Supplementary Terms and Conditions.

Article 5 Implementation and delivery of vastmobiel and vastmobiel totaal modules

5.1 The provisions of this article shall apply only if the Contracting Party takes the VastMobiel or VastMobiel Totaal Module.

5.2 After establishing the Agreement for the VastMobiel or VastMobiel Totaal Module or in the preceding offer process, KPN shall draw up in consultation with the Contracting Party a project plan that describes the technical and operational implementation of the VastMobiel or VastMobiel Totaal Module. The timelines stated in a project plan shall be target dates that may not be construed as guaranteed delivery dates under any circumstances whatsoever.

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

5.4 Unless explicitly stated otherwise, the following work shall not be covered by the VastMobiel Totaal Agreement:

a fitting of 220 V power outlets at the place where the connection to the PBXsystem of the Contracting Party will be installed. These power outlets must be connected to a separate group from the meter box;

b supply and installation of equipment for cleaning up a contaminated 220 V mains voltage;

c creation of readily accessible (separate) cable ducts, tubes, wall sockets and power posts with sufficient capacity;

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

5.5 If KPN performs at the Contracting Party’s request the work referred to in article 5.4 a to d in order to implement the VastMobiel or VastMobiel Totaal Module, the charges for the work shall be billed separately.

5.6 Extra work shall not be performed unless the Contracting Party has issued written instructions. The charges for such 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. there have been neither inbound nor outbound calls on the Line, KPN shall have the right to charge a fee of EUR 10.00 per month in addition to the Subscription charge.

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

6.3 The periodic charges payable 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 concerned. 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 periodic charges for the connection from the first calendar month following delivery of the Interconnection.

6.4 Each month KPN shall send the Contracting Party an invoice for the amount it owes for Orders that became due in the previous calendar month(s). Each invoice shall contain in reasonable detail a description of each cost component or cost type. Subscription charges shall be billed in arrears.

Article 7 Term of the sympacselect agreement

7.1 The SympacSelect Agreement shall be concluded for a minimum term agreed in the agreement of at least one year from the date of establishment of the agreement. On expiry of the agreed minimum term the SympacSelect Agreement shall be renewed for an open-ended term. Either party may cancel the SympacSelect 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 SympacSelect Agreement ends, the Subscriptions concluded under the Agreement shall also end. KPN shall charge the Contracting Party a lump sum if the minimum term of the Subscriptions has not yet expired on the date of termination. The lump sum shall consist of the Subscription charges over the remaining contractual term of the Subscription concerned.

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

7.4 In principle Modules shall be agreed for an open-ended term and may be cancelled without a period of notice. Modules subject to a minimum term may be cancelled effective from or after expiry of the minimum term, subject to the period of notice applicable to the Module concerned.

7.5 Supplementary to the provisions of article 7.1, the SympacSelect Agreement may not be cancelled earlier than on or after expiry of the minimum term of the Module if the Contracting Party has taken a Module that applies to all Subscriptions concluded under the SympacSelect Agreement.

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

7.7 Interconnections shall be agreed for a minimum term of one year and may be cancelled effective from or after expiry of the minimum term subject to notice of one Month. If the SympacSelect Agreement ends before expiry of the minimum contractual term, 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 provisions made in this article 8 shall apply to the Sympac Web Services (‘Online Services’) that KPN offers the Contracting Party via the Internet. The functionalities and specifications of the Online Services shall be as described in the relevant service descriptions.

8.2 All activities performed via Online Services shall be governed by the contractual arrangements laid down in or pursuant to the Master Agreement for SympacSelect. Additionally, all orders for products shall be subject to the General Conditions of Sale.
and all orders for Services shall be subject to the General Conditions for Performance of Services.

8.3 The Contracting Party shall obtain access to the Online Services by creating access data in Sympac Web Services or by using access data provided by KPN. The Contracting Party shall be responsible for all use made of the access data and also for all orders and other actions performed using the access data. The Contracting Party shall immediately inform KPN if it suspects the loss or misuse of access data. The Contracting Party shall be liable for all damage and costs arising through the loss or misuse of access data, including the costs of measures taken by KPN to prevent misuse of lost access data. 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 in order to prevent further use or misuse thereof.

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

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

8.6 If an obvious typographical error or a technical fault results in a price or condition of a product or Service being stated erroneously in Online Services, KPN shall not be bound to provide the product or the Service at that price or under that condition. Unless explicitly stated otherwise, the prices and conditions shall apply at such time as the Contracting Party consults the Online Management environment.

8.7 KPN may state conditions for a specific Online Service on the website where that 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 covered by any provisions made in article 6:227d, first paragraph, or article 6:227c of the Netherlands Civil Code or by any other arrangement based on E-Commerce Directive 2000/31/EC (OJEC L 178 of 17 July 2000).

Article 9 Data security
KPN may process data, including personal data and call data, for the purposes of investigating and preventing fraud and extracting general information from the traffic figures of the Contracting Party for various marketing purposes. Moreover, KPN may pass on such data to third parties, within and outside the European Union, in order to comply with its obligations under these Conditions and provisions and to prepare invoices and reports in accordance with these Conditions and provisions. To this end the Contracting Party shall allow KPN to have the data processed by third parties for these purposes. If prevailing legislation requires that every End User concerned also consents to such processing, the Contracting Party guarantees that it holds authority to represent the End User in this respect, and the Contracting Party agrees to indemnify and hold harmless KPN against any claim 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 call data of the End User under this article.

Article 10 Use of content
10.1 The Contracting Party shall indemnify and hold harmless KPN against all claims and damage arising from a claim lodged by a third party on the grounds that content, publication or use of the services by End Users constitutes a punishable 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 may be forwarded late or may not be forwarded by services. Such circumstances are related to the nature of the service or technology used, or may occur on reasonable grounds to prevent transmission of large volumes of unsolicited messages.