

## Article 1. Definitions

**Connection:** the option to use the services that Horizon Telecom offers.

**Connection Point:** the network demarcation point or Point-of-Presence (PoP) where the Access Services are set up.

**General Terms and Conditions:** apply to the provision of the Services and to all requests from, offers and quotations to, and agreements with Customers.

**Annex/attachment:** a document that forms an inextricable part of the Agreement and that describes the conditions of the provision of the Services, such as the General Terms and Conditions, Order Forms, Service Description, Service Level Agreement(s) (if applicable) and Tariff Plans. The Agreement states which Annexes form part of it.

**DSL Services:** Services for which DSL technology is used.

**Data Services:** Services for which Horizon Telecom creates a connection (or secure connection) to connect several networks to each other or to the internet.

**Service Description ("SD"):** a document describing the technical and other details of the Services, such as functionalities and specifications, and forming part of the Agreement as an Annex.

**Services:** the electronic and other communication services that Horizon Telecom provides to its Customer subject to the provisions of the Agreement. These Services may consist of, but are not limited to, direct or indirect Access Services that Horizon Telecom makes available (whether or not through the network infrastructure of third parties), mobile data services and other services, Internet Services, IT services, an alarm system, and/or payment transactions.

**Domain Name:** a unique name that may be used to identify an internet site or other internet-related Service or facility.

**Username:** the identification code that Horizon Telecom assigns to the Customer, consisting of a combination of numbers and letters, which, in combination with a password that Horizon Telecom assigns to the Customer, consisting of a combination of numbers and letters, allows the Customer to access Horizon Telecom's Services.

**Horizon Telecom:** Horizon Telecom B.V., a private limited liability company having its registered office in Amsterdam, the Netherlands, registered in the Commercial Register of the Chamber of Commerce in Amsterdam under number 61158534.

**Internet Services:** Services such as internet access, website hosting, email and/or Domain Name registration, cloud services and virtualised services, network services and related Services.

**IP Address:** a unique number consisting of a series of numbers that is used on the internet to identify devices and/or a location.

**IS/RA Point:** the demarcation point as provided by the network infrastructure of third parties that Horizon Telecom engages to set up Access Services.

**Customer:** the party with whom Horizon Telecom negotiates about the provision of Services or the party with whom Horizon Telecom has concluded an Agreement for the provision of Services.

**Order Form:** a form to be completed by the Customer or a model agreement drawn up by Horizon Telecom, which forms part of the Agreement when the Customer has signed it and Horizon Telecom has accepted it in writing, and on which the Customer shall indicate which Services the Customer will purchase under the conditions stated on this form and in the Agreement.

**Agreement:** every framework agreement and other agreement and/or Order Form between Horizon Telecom and the Customer regarding the provision of Services, including the Annexes, which in any event include Horizon Telecom's General Terms and Conditions.

**Parties:** Horizon Telecom and the Customer jointly.

**Ready for Service Date:** the date on which the Service requested by the Customer is completed and can be used by the Customer.

**Service Level Agreement ("SLA"):** a document describing the level of the Services and forming part of the Agreement as an Annex (if applicable).

**Tariff Plan:** a list of rates that Horizon Telecom charges for the provision of the Services and that forms part of the Agreement as an Annex or to which the Agreement unequivocally refers.

**Access Services:** Services that, when provided, predominantly rely on network infrastructure offered by Horizon Telecom or that may fully or partly use the network infrastructures of third parties. Such infrastructures include, but are not limited to, copper, optical fibre or mobile networks, satellite, virtual infrastructures or the cloud.

**Facilities:** all facilities made available to the Customer for the Service to be provided as referred to in Article 17 of these General Terms and Conditions, such as hardware and/or software, systems, cables, physical connections and instruments.

**Workdays:** Monday to Friday inclusive, with the exception of public holidays in the Netherlands.

## Article 2. General

**2.1** In the event of inconsistencies between provisions of the Agreement, the following order of priority will apply: 1. the Agreement or the Order Form that Horizon Telecom has accepted in writing; 2. the General Terms and Conditions; 3. the Service Description; 4. the Service Level Agreement (if applicable); 5. any other documents accompanying the Agreement.

**2.2** These General Terms and Conditions apply to all requests from, offers and quotations to, and agreements with Customers, unless the Customer and Horizon Telecom have expressly agreed otherwise in writing. Any of the Customer's terms and conditions of purchase and/or other terms and conditions are hereby expressly rejected and do not apply.

**2.3** These General Terms and Conditions also apply to any subsequent Agreements between Horizon Telecom and the Customer, unless expressly agreed otherwise in writing.

## Article 3. Formation of the Agreement

**3.1** Offers and quotations issued to the Customer are valid until the expiry date stated and are entirely without obligation. This means that Horizon Telecom may withdraw/revoke them at any time before the formation of the Agreement.

**3.2** Unless the Parties agree otherwise in writing, the Customer shall request the Services by completing and signing the Order Form.

**3.3** A request/order can only be processed if all data has been entered correctly and completely and the Customer has cooperated in every way requested and has provided all relevant information and authorisations. If Horizon Telecom's ultimate non-acceptance of a request is the result of circumstances caused by the Customer, the Customer will be liable to reimburse the reasonable costs that Horizon Telecom has incurred.

**3.4** The Customer shall verify that the information on the Order Forms and the other information needed to complete the Service/Connection is accurate and correct. The Customer shall also provide the following documents: for private individuals – proof of identity and proof of a fixed domicile or residence; for legal entities – an extract from the Commercial Register (not more than 6 months old) and proof of identity of the person authorised to represent the relevant entity.

**3.5** Horizon Telecom is authorised to ascertain the Customer's credit rating at any time. Horizon Telecom is entitled to demand reasonable security for compliance with the Customer's payment obligations if it sees cause to do so. This security may consist of, but is not limited to, a deposit, a bank guarantee or another type of security. The Customer is obliged to provide such security acceptable to Horizon Telecom at Horizon Telecom's first request to that end.

**3.6** Horizon Telecom is entitled to postpone or suspend the provision of the Services if Horizon Telecom has justified doubts about the Customer's credit rating and if the security demanded by Horizon Telecom as referred to in Article 3.5 is not provided, if a direct debit mandate chargeable to the Customer's bank or giro account (if agreed) is not issued, or if it is established or likely that the Customer will not comply with the conditions of the Agreement or will not be able to do so. Horizon Telecom will announce such action or such a measure as referred to in this paragraph before Horizon Telecom implements it.

**3.7** An Agreement is formed on the date when Horizon Telecom and the Customer sign an offer, quotation or other document of Horizon Telecom. If the Customer has given the order for the Service verbally or if Horizon Telecom has not received the signed offer, quotation or other document of Horizon Telecom, the Agreement will be deemed to have been formed subject to these General Terms and Conditions when Horizon Telecom commences the performance of the Service at the Customer's request. 'Performance of the Service' also includes making the Service available to the Customer, irrespective of whether the Customer actually uses the Service.

**3.8** The pictures, drawings, calculations and computations accompanying an Agreement are estimates, unless Horizon Telecom has expressly stated in writing that they are to be considered precise figures.

**3.9** Any notes, deletions, annotations or other changes made to Order Forms, Agreements, Annexes, Service Descriptions, Tariff Plans or other documents forming part of the Agreement or the terms and conditions or General Terms and Conditions for the provision of the Services will not be processed, unless they are indicated/made in sections of the forms intended for that purpose and within the relevant fields.

**3.10** Any and all offers that Horizon Telecom and/or its representative(s) have verbally made are only binding if Horizon Telecom has confirmed them in writing.

## Article 4. Service level and use of the Service

**4.1** Whether Horizon Telecom or the third parties it engages are able to provide the Service depends in part on the availability of the Service at the location that the Customer has indicated on the Order Form, all at Horizon Telecom's discretion. If it turns out that the Service is not available at the Customer's location, the Parties will explore whether the Service may be provided at another location. In the event that the Service may be provided at another location of the Customer, Horizon Telecom will have the right to review the conditions and rates it applies. If it is not possible to provide the Service at another location of the Customer, Horizon Telecom will have the right to rescind the Agreement and charge the Customer for the costs it has incurred.

**4.2** Technical and other details of the Services are described in the relevant Service Description, which may be requested from Horizon Telecom free of charge. Horizon Telecom reserves the right to amend the Service Description unilaterally in the interim.

**4.3** Call credit or other allowances may be provided as part of a Service. Any call credit or other allowance not used within the invoicing period may only be transferred by the Customer to the next invoicing period to a limited extent. The corresponding details are included in the relevant Service Description and/or the Agreement. Under no circumstances, not even upon termination of the Agreement, may the Customer claim any payment for the value of the call credit (in cash or otherwise).

**4.4** Horizon Telecom does not warrant that the Services are suitable or can be used for the purpose that the Customer has in mind, not even if this purpose has been communicated to Horizon Telecom in advance. The Service Description of the Service is decisive.

**4.5** Horizon Telecom endeavours to provide a sound Service to the greatest extent possible. However, Horizon Telecom does not give any guarantees regarding the quality or availability of the Service, unless otherwise agreed in the Service Level Agreement (if applicable) in accordance with the conditions stated in it.

**4.6** Horizon Telecom endeavours to optimise the security for the Service by taking appropriate technical and organisational measures, but does not guarantee that this security will be sufficient under all circumstances. Horizon Telecom will not be liable for any loss or damage on the part of the Customer or third parties that should arise despite the measures that Horizon Telecom has taken.

## Article 5. Delivery

**5.1** The delivery periods indicated by Horizon Telecom are indicative and are never strict deadlines. The delivery periods depend in part on the technical facilities and conditions of and/or at the Customer and any changes or adjustments to be made for the provision of the Services agreed. Delivery periods may also be affected by, for example, the lack of a working Connection Point (IS/RA Point) as referred to in Article 5.3, the lack of permission required from competent authorities, including, but not limited to obtaining permits from the building owner in the event that access to a building is required, or from the landowner in the event of excavation work. The Customer is responsible for obtaining the necessary permission from the building owner.

**5.2** The Service is provided at the address (and, where applicable, at the relevant storey or floor) that the Customer has stated on the Order Form corresponding to the relevant Service. If the Customer wishes to move the Service to another address, this will be deemed to be premature termination and the termination arrangement in Article 14.6 will apply. The Customer shall complete a new Order Form or conclude a new Agreement before the Service is provided at the new address. The Customer and Horizon Telecom may depart from this Article subject to conditions to be further agreed in writing.

**5.3** The provision of the Services and the delivery period depend on the presence of a working IS/RA Point. The Customer is responsible for having a working IS/RA Point at

the location where the Services are to be provided. If no IS/RA Point is present or working at the relevant location, the Customer will bear all costs of installation and/or repair.

**5.4** Services are created at existing Connection Points or IS/RA Points, at the address stated in the Agreement. Any cross-connects, internal cables or patches in the data centre are excluded, unless otherwise agreed in the Agreement.

**5.5** The provision of connections, such as fibre optic connections, may require excavation work and indoor adjustments. The Customer is responsible for obtaining permission from the building owner and/or landowners for the execution of the necessary work. If a lack of permission results in additional costs, the Customer will bear these costs. If delivery is impossible due to the lack of a permission, the costs apply that are also applicable when the Agreement is terminated.

**5.6** The provision of Services is based on an estimate of the service capacity available when the work is carried out. Following an order and validation, a site survey or an additional site survey may need to be conducted, which may lead to the conclusion that additional work, including welding and excavation work, is needed to set up the Services. This may result in additional one-off costs and may affect delivery periods. Horizon Telecom will proactively inform the Customer in this regard.

#### **Article 6. Numbers, access codes, etc.**

**6.1** To provide a Service, Horizon Telecom may make one or more numbers and/or email addresses and/or Domain Names and/or IP Addresses and any corresponding Usernames, passwords and/or other access codes available to the Customer. The Customer cannot enforce any rights in respect of the use or retention of such numbers, email addresses, Domain Names and/or IP Addresses and any corresponding Usernames, passwords and/or other access codes, subject to the statutory provisions on number portability. Horizon Telecom is entitled to change any allocated access or identification codes. The Customer will treat the access and identification codes in confidence and with due care and will only disclose them to authorised employees. Horizon Telecom will never be liable for any loss or damage or costs resulting from any use or abuse of access or identification codes, unless the abuse was made possible as a direct consequence of attributable failure or an omission by Horizon Telecom.

**6.2** Horizon Telecom reserves the right to change or withdraw any number, email address, Domain Name, IP Address, Username, password and/or other access code. If and when it does so, Horizon Telecom will endeavour to communicate this to the Customer as soon as possible and, if possible, to apply a transitional period.

**6.3** Horizon Telecom will not be liable for any loss or damage the Customer suffers as a result of changes made to the numbering plan or other laws or regulations preventing the undisturbed use of the numbers and/or email addresses and/or Domain Names and/or IP Addresses and any corresponding Usernames, passwords and/or other access codes provided to the Customer.

**6.4** The Customer guarantees that the Customer will refrain from conduct and from the use of numbers and/or email addresses and/or Domain Names and/or IP Addresses and any corresponding Usernames, passwords and/or other access codes contrary to the numbering plan, the provisions and restrictions set by the ACM for the allocation of the numbers and other applicable laws or regulations.

#### **Article 7. Tariffs**

**7.1** Unless otherwise agreed in writing, the Customer owes Horizon Telecom, depending on the type of Service: a. a fee per successful call and a use- and destination-dependent tariff, b. a fee for other service-specific use based on a usage tariff, c. a monthly fixed tariff, and d. a one-off tariff for installation and/or completion of the Service.

**7.2** Unless otherwise agreed, all government-imposed levies, clearance charges, costs of packaging, costs of transport, costs of insurance and all other costs related to the dispatch of peripheral or other equipment by Horizon Telecom to the Customer will be borne by the Customer.

**7.3** Unless expressly stated otherwise, all amounts stated are in euros and exclusive of VAT.

**7.4** Horizon Telecom is entitled to change the fee and tariffs mentioned in Article 7.1(a) and/or (b) and any applicable discount percentages at any time in connection with statutory or other measures by a competent government agency or authority, a court order or changed terms and conditions and/or tariffs from its suppliers. Horizon Telecom will inform the Customer in writing at least one month in advance of any tariff increase.

**7.5** Horizon Telecom is entitled to annually change the tariffs mentioned in Article 7.1(a), (b) and/or (c) according to the most recent price index "CAO wages for business services" established by Statistics Netherlands, subject to a minimum of 1%. Horizon Telecom will announce any tariff changes pursuant to this Article in advance.

**7.6** Horizon Telecom is also entitled to change the tariffs mentioned in Article 7.1(c) and (d) and any other article included in the Agreement, with effect from at least one month after the announcement of the change.

**7.7** If Horizon Telecom must perform work for the Customer, on any basis whatsoever, that is not laid down in writing in an Agreement, or if costs arise because the Customer has failed to comply with any obligations in any way and performance of the Agreement is thus rendered impossible or is made more complicated, this work and/or these costs will be considered upward contract variations and the Customer will be charged for them at Horizon Telecom's tariffs applicable at such time.

**7.8** To the extent that the fees agreed are related to a specific period and are not due for the entire period, Horizon Telecom may charge a proportionate amount for every calendar day.

#### **Article 8. Invoicing and payment**

**8.1** Unless otherwise agreed in writing, the Customer will receive an electronic invoice from Horizon Telecom every month, specifying the costs of using the Connection and Services (including any fees for additional Services or third-party services) and, if applicable, the one-off costs. Horizon Telecom invoices monthly fixed tariffs/costs three months in advance, unless otherwise agreed in writing. Payment is effected by means of direct debit, for which the Customer will provide Horizon Telecom with a written authorisation, unless expressly agreed otherwise with Horizon Telecom. If it is agreed that payment will be effected in another manner, Horizon Telecom will be entitled to charge an additional fee announced in advance. If the amount due cannot be debited automatically because of a debit balance or a lack of authority to access the balance,

Horizon Telecom will inform the Customer accordingly. The Customer shall then transfer the amount due to an account number indicated by Horizon Telecom within a period of 5 (five) days.

**8.2** The Customer is obliged to pay the costs stated on the invoice to Horizon Telecom within 8 days of the invoice date, unless otherwise agreed. Invoices are payable exclusively to Horizon Telecom. The time of payment is the time when Horizon Telecom receives the payment. The invoice that the Customer receives at least 8 days before the date of collection constitutes the prior notice of the direct debit.

**8.3** If the Customer believes that the invoiced amount is incorrect, the Customer shall communicate this to Horizon Telecom within 14 days after the invoice date. Objections to the amount of an invoice do not suspend the Customer's payment obligation. If the Customer is not entitled to rely on Part 6.5.3 (Articles 231 to 247 inclusive of Book 6 of the Dutch Civil Code), the Customer is not entitled to suspend the payment of an invoice for any other reason either.

**8.4** In the event of special circumstances, including, but not limited to a. excessive or costly telecommunications traffic within a short period of time, b. reasonable doubts arising about the lawful use of the Connection, c. if the invoice exceeds an amount of twice the average of the previous three months or € 500 (five hundred euros) where such an average is too low or is not available or any other amount that Horizon Telecom additionally sets as a limit in the Agreement, Horizon Telecom will be entitled to inform the Customer accordingly and to send interim invoices and/or demand a payment to account.

**8.5** Horizon Telecom has the right to take the Service or individual Connections out of service, permanently or temporarily, if no payment to account is made.

**8.6** Any reliance of the Customer on set-off of an outstanding amount against a claim against Horizon Telecom is excluded.

**8.7** The basis used for invoicing is the data that Horizon Telecom has recorded regarding the Connection and the use of this is binding.

**8.8** If the Customer fails to effect payment within the period referred to in Article 8.3, the Customer will be in default by operation of law and Horizon Telecom will have the right, without any prior notice of default being required, to charge the statutory commercial interest rate as referred to in Article 6:119a of the Dutch Civil Code as from the due date of the invoice.

**8.9** If the Customer fails to perform any obligations (of fails to perform them in time), all reasonable costs incurred for obtaining payment out of court will be borne by the Customer. The extrajudicial costs will be calculated on the basis of debt collection rates generally accepted in the Netherlands, subject to the Extrajudicial Collection Costs Decree (*Besluit Buitengerechtelijke Incassokosten*). If, however, Horizon Telecom incurs higher collection costs that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any legal and enforcement costs incurred will also be recovered from the Customer. The Customer will also owe interest on the collection costs due.

**8.10** Payments will always be applied firstly to pay the interest and costs due, and then to settle the invoices that have been due and payable the longest, even if the Customer states that the payment relates to a later invoice.

#### **Article 9. Liability and limitation of liability**

**9.1** Horizon Telecom will not be liable for any loss or damage arising because its Service(s), Connections and/or Facilities are not working or not working properly, unless there is any intent or deliberate recklessness on the part of Horizon Telecom.

**9.2** Under no circumstances will Horizon Telecom be liable for the manner in which the Customer uses the Service(s), Connections and/or Facilities that Horizon Telecom provides. The Customer shall indemnify Horizon Telecom against claims by third parties relating to the content of the data, internet and/or voice traffic and/or data that the Customer sends using the Service(s), Connections and/or Facilities.

**9.3** If, subject to the provisions of the law, the Agreement and these General Terms and Conditions, Horizon Telecom were to be liable towards the Customer, such liability will at all times be limited to the invoice amount (exclusive of VAT) of the order that gave rise to the loss or damage, subject to a maximum of € 10,000. A series of related events is considered as 1 (one) event, and this maximum applies per year. If the loss or damage is covered by Horizon Telecom's business liability insurance, the compensation for the loss or damage will never exceed the amount that the insurer actually pays out in the relevant case. Liability for any type of indirect or consequential loss or damage (including but not limited to loss of profit, cybercrime, corrupt or lost data or materials and/or loss or damage due to business interruption) is excluded. Liability for loss or damage the Customer suffers because a Service, consisting of a telephone or electronic alarm system and/or cost recording system (including Connections for alerts and/or electronic payments), is not working is hereby excluded.

**9.4** All claims by the Customer for compensation of loss or damage must be communicated to Horizon Telecom in writing within 2 weeks after the occurrence of the loss or damage, on pain of these claims lapsing.

**9.5** The Customer shall indemnify Horizon Telecom and keep Horizon Telecom indemnified against claims by third parties for compensation of loss or damage connected with the performance of the Agreement.

**9.6** The Customer is liable for all use or abuse of the Service/Connection and the number(s), Domain Names, IP Addresses, Usernames, passwords and email address(es) assigned for that purpose. The Customer is responsible for the security of the data that the Customer places on its systems. The Customer is also responsible for protecting its peripheral and other equipment (such as telephone switchboards) against improper use or break-ins by third parties. Horizon Telecom will not be liable for any loss or damage resulting from such improper use and/or break-ins and the Customer shall indemnify Horizon Telecom against all loss, damage and/or costs associated with this.

**9.7** The Customer is not permitted to use the Service contrary to one or more obligations ensuing from the law and the Agreement, including unlawful spamming, distributing unlawful content, hacking or any other abuse, and all events that are considered 'improper use' as listed non-exhaustively in Article 10.2(b). The Customer will be liable for any and all consequences. If the Service has been improperly used in respect of Horizon Telecom or third parties or there are reasonable grounds to assume that this is so, the Customer will be fully liable for the costs incurred by Horizon Telecom and/or third parties and for the loss or damage suffered as a result, and the Customer shall indemnify Horizon Telecom in this respect. Horizon Telecom has the right to immediately inform competent government institutions and third parties having relevant

interests of all information that is relevant to the improper use, including personal data, without this resulting in any liability.

**9.8** In the event of non-attributable failure ("Force Majeure") affecting Horizon Telecom, the Customer cannot demand that Horizon Telecom comply with its obligations. Force Majeure exists, for example, if Horizon Telecom is unable to comply with its obligations as a result of any act or omission on the part of the Customer, or if there are defects in and/or breakdowns of the Customer's peripheral or other equipment, systems and/or network, improper use of or break-ins to the Customer's peripheral or other equipment (such as telephone switchboards), fraud, abuse, maintenance, war or danger of war, riots, acts of terrorism, attacks, wilful damage, fire, water damage, frost, "weather preventing work", lightning strikes, storms, flooding, earthquakes, explosions (including nuclear explosions), epidemics, pandemics, strikes, sit-down strikes, government measures, disruptions to the energy supply, safety and environmental requirements (such as contaminated soil, subsidence and/or settlement of buildings, and asbestos), denied and/or limited access to plots and/or buildings, conditions set by landowners (such as laying decorative paving or installing certain works), delays in obtaining the necessary permits, cable breakage caused by third parties, or disruptions or defects in communication or other services of third parties.

#### **Article 10. The Customer's obligations**

**10.1** The Customer undertakes to perform the Agreement while observing Horizon Telecom's interests. The Customer will not hinder Horizon Telecom in any way when it provides its Services. For instance, the Customer is not permitted to perform acts, such as starting up processes and/or programs on Horizon Telecom's systems that, in Horizon Telecom's opinion, may be assumed to have the potential to damage the systems of Horizon Telecom and/or other users or internet users.

**10.2** The Customer shall provide Horizon Telecom with all information it needs to maintain the Services. This includes the timely reporting of changes in address details, invoicing details and/or other relevant details.

**10.3** The Customer shall refrain from any acts or omissions in respect of Horizon Telecom that constitute or may constitute a breach of statutory provisions and/or provisions of these General Terms and Conditions and/or the Agreement.

**10.4** The Customer shall provide Horizon Telecom with all cooperation that the Customer may reasonably be expected to provide in and/or for the provision of the Services.

**10.5** If the Service requested cannot be provided for technical reasons, Horizon Telecom may set additional conditions that the Customer must meet before the Service will be completed. If these additional conditions are not met, the Customer cannot demand the provision of the Service.

**10.6** The Customer shall abide by the generally accepted rules of conduct for internet use. The Service Description may contain additional specific provisions in this regard. The Customer shall also abide by the rules of conduct applicable to the relevant Service(s) and the 'fair use policy', as published on Horizon Telecom's website ([www.horizontelecom.nl](http://www.horizontelecom.nl)).

#### **Article 11. Personal and traffic data**

**11.1** Horizon Telecom collects no more personal data or traffic data than is necessary for the provision of the Services and its operations. The data collected is processed in accordance with the General Data Protection Regulation and the Dutch General Data Protection Regulation (Implementation) Act (*Uitvoeringswet Algemene verordening gegevensbescherming*). The Customer gives permission to process and use the Customer's data for the databases or automated filing systems that Horizon Telecom creates within the context of its Services and invoicing. This data is stored and managed subject to the applicable legislation, including the applicable privacy legislation.

**11.2** The purposes of the personal data processing are: to offer and perform Services; to carry out activities aimed at responsible operations, such as security, risk mitigation and integrity screening, partly to prevent fraud and abuse; to keep financial records and manage the invoicing process, including collection, complaints handling and the provision of information to third parties for debt collection; to manage, expand and optimise the customer base, possibly using marketing activities (including direct marketing) carried out by third parties; to develop, expand and improve Horizon Telecom's Services and products, partly by informing customers and using marketing activities (including direct marketing) and market research; to comply with statutory obligations, such as the provision of information to competent authorities within the context of criminal proceedings or in the interest of State security; to train and educate its own staff; and to perform network management. Personal data will not be kept any longer than is necessary for the operations or required by statutory provisions or competent authorities.

**11.3** Horizon Telecom will implement technical and organisational measures to protect the personal data against loss or any other attempted unlawful processing, taking into account the state of the art and the nature of the processing. If Horizon Telecom is bound to provide for information security pursuant to the Agreement, such security will meet the security specifications agreed between the Parties in writing. Horizon Telecom does not guarantee that the information security will be effective under all circumstances. If any security expressly described in the Agreement is not implemented, the security will be at the level that is not unreasonable in view of the state of the art, the sensitivity of the data and the costs associated with the security measures to be taken.

**11.4** The Customer is responsible for the data processed using a Horizon Telecom service. The Customer indemnifies Horizon Telecom against any claim by a third party connected with the alleged unlawfulness of the processing of that data by the Customer (and/or Horizon Telecom), and indemnifies Horizon Telecom against all loss, damage and costs ensuing for Horizon Telecom, including internal costs, all costs of legal assistance and compensation payable to third parties.

#### **Article 12. Caller identification**

**12.1** It is possible that the number of the network termination point from which a call is made, or a number used to identify an individual Customer, is transmitted to the network termination point being called, even before the connection is established. In other cases, the Customer is given the option of blocking the transmission of the number used to identify the Customer.

**12.2** Every Customer who receives a call is given the option to have the provision of the number of the calling network termination point blocked. This blocking option is

free of charge, unless the Customer repeatedly uses this option for no reasonable purpose, after which Horizon Telecom may charge a reasonable fee.

**12.3** Horizon Telecom may un-block blocked numbers when an emergency number is called. Horizon Telecom may also provide the emergency services with the Customer's name, address, postcode and town when an emergency number has been called.

#### **Article 13. Contract takeover**

**13.1** The Customer may not transfer the rights and obligations ensuing from the Agreement to a third party without having received prior written permission from Horizon Telecom.

**13.2** The Customer shall give permission in advance and shall cooperate with the full or partial transfer by Horizon Telecom of the rights and obligations under the Agreement to a third party.

#### **Article 14. Term and termination in general**

**14.1** The Agreement is formed on the date specified in Article 3.7 and the term of the Agreement commences on the Ready for Service Date of the most recently delivered Service. With the exception of one-off rates pertaining to installation or completion of the Service, a Service is invoiced as from this Ready for Service Date. Horizon Telecom will inform the Customer of the Ready for Service Date. If the Customer has not been informed of the Ready for Service Date, the term of the Agreement is deemed to have commenced at the time when the Customer actually enables Horizon Telecom to commence the performance of the work or to provide the Service, irrespective of whether the Customer is actually using the Service. Horizon Telecom invoices one-off tariffs pertaining to installation and completion of the Service when the Agreement is signed.

**14.2** Unless otherwise agreed in writing, the Agreement is entered into for a period of 1 (one) year.

**14.3** The Agreement is tacitly extended for periods of 1 (one) year at a time, unless (i) the Customer or Horizon Telecom informs the other Party in writing that it wishes to terminate the Agreement, subject to a notice period of at least three months before the end of the then current period, (ii) the Parties have agreed otherwise in writing, or (iii) this is not permitted by the law of the country where the Service is delivered, in which case the maximum notice period permitted by this law will apply.

**14.4** If the Customer terminates the Agreement or a purchased Connection/Service prematurely, i.e. before the end of the minimum period or the extended period of the Agreement, the Customer will be due a lump-sum payment immediately after the premature termination, without prejudice to Horizon Telecom's other rights. In addition to outstanding amounts invoiced for the Connection/Service, this lump-sum payment consists of: (i) one hundred per cent (100%) of the fixed, recurring monthly tariffs for the Connection/Service and – if applicable – (ii) the expected monthly variable costs/call packages/unlimited packages for the Connection/Service, for the full initial period or the extended period of the Agreement or the relevant Connection/Service, and (iii) plus all discounts that Horizon Telecom has applied for the Connection/Service for the initial period. The part of the lump-sum payment that is related to the monthly tariffs for the Connection is determined by multiplying the average monthly volume consumed through the Service and invoiced by Horizon Telecom during the period that has already passed by the number of months that the Agreement has been terminated prematurely, provided that this average of the variable costs invoiced is equal to the expected volume specified for the Connection/Service, identified in the Agreement as expected consumption/usage costs or the 'minimum spend commitment'. If this is not the case, the difference will be included in the lump-sum payment as 'volume expected to be lost' as specified for the Connection/Service. If the Customer terminates the Agreement or a Connection before the Service is delivered, the Customer will also be due Horizon Telecom the one-off tariff for the installation and/or completion of the Service and/or Facilities, without discounts.

**14.5** If the Customer would like Horizon Telecom to cooperate in a transition to the services of a new supplier after the termination or premature termination of the Agreement, the Customer shall inform Horizon Telecom accordingly in writing at least 3 (three) months in advance. Horizon Telecom will not be obliged to cooperate and may impose further conditions and tariffs in this regard. If Horizon Telecom fully or partly continues any Services during the transitional period to be further agreed with Horizon Telecom, any applicable discount percentages will lapse and the standard tariffs for the relevant Service(s) will be charged. These General Terms and Conditions will also remain fully applicable to these Services.

**14.6** If Horizon Telecom has incurred costs for porting telephone numbers or other numbers of the Customer, the Customer shall reimburse these costs if the Customer terminates the Agreement before the end of the minimum period agreed, subject to the provisions of Articles 14.3, 14.4 and 14.5.

**14.7** In the event that an Agreement relates to both the provision of Direct Access Services and CPS, the Agreement may be terminated in part, subject to the termination provisions applicable to the Service to be terminated as stated in Articles 14.3, 14.4 and 14.5.

**14.8** Either Party has the right to terminate the Agreement in writing with immediate effect, without judicial intervention, in the event that: the other Party, following a notice of default, still fails to comply with any obligations under this Agreement within a reasonable period from the date of the notice of default; the other Party is in liquidation or is granted a suspension of payments; the other Party has applied for a suspension of payments, has filed for bankruptcy or wishes to reach a settlement with its creditors to avert this.

**14.9** Horizon Telecom is entitled to suspend the provision of Services in full or in part or to terminate the Agreement in full or in part without prior warning and with immediate effect if: a. the Customer in any way fails to perform any obligations under the Agreement or these General Terms and Conditions and, after the expiry of the reasonable period mentioned in the notice of default, has not demonstrated that the Customer will resume performance of them; b. the Connection, the Service or related Facilities, resources and/or services (such as but not limited to) the information numbers or other numbers made available, have been abused or used improperly, whether or not by the Customer, or they are suspected of having been abused or used improperly; c. the Customer uses a dialler without having obtained express written permission from Horizon Telecom; d. the Customer uses a call generator without having obtained express written permission from Horizon Telecom; e. there is a government order to that end,

including for safety and security reasons; f. there is a Force Majeure event caused by a failure that is not attributable to Horizon Telecom; g. the Customer has given false or incorrect personal details or other information; h. the Customer has entered into an Agreement under false pretences; i. there are compelling reasons for which Horizon Telecom cannot reasonably be required to uphold the Agreement any longer.

**14.10** Upon any suspension or termination, as referred to in Article 14.9, Horizon Telecom will have no liability towards the Customer and/or third parties. In the event of indications of abuse or improper use or any suspicion of improper use, Horizon Telecom will also have the right to withhold all payments to the Customer outstanding and due to the Customer in the future, in order to safeguard the interests, costs, loss and damage of Horizon Telecom and/or third parties. If Horizon Telecom finds after an investigation that there was abuse or improper use and the Customer has not incontrovertibly proved the opposite, the relevant payment will definitively not be made to the Customer. Upon any suspension or termination, as referred to in Article 14.9, all of Horizon Telecom's claims against the Customer ensuing from the Agreement will become immediately due and payable.

**14.11** Horizon Telecom may impose further periods or conditions before continuing its Services, to the extent that these further conditions are in line with the arrangements made or in the event that one of the situations mentioned in Articles 14.8 or 14.9 occurs. If the Service is reactivated after a suspension, Horizon Telecom will be entitled to charge one-off tariffs for this.

#### **Article 15. Changes**

**15.1** Horizon Telecom may change, suspend or withdraw its offer of Services to certain destinations or numbers at any time based on quality and/or quantity considerations.

**15.2** If Horizon Telecom considers it desirable, Horizon Telecom will always be entitled to make changes to the infrastructure, providers, carriers, technical settings or the technology or equipment used for the Service.

**15.3** If such is necessary for technical or commercial reasons, Horizon Telecom will be entitled to terminate and/or change a Service or the manner in which it is offered, and Horizon Telecom will endeavour to offer a replacement service where possible. This also applies in cases where Horizon Telecom relies on third parties for the provision of all or part of the Service and that provision is terminated or changed for any reason.

#### **Article 16. Horizon Telecom's systems and intellectual property rights**

**16.1** Horizon Telecom is entitled to take its systems out of service and/or limit their use without prior notice, permanently or temporarily, to the extent that this is necessary for the required maintenance of the systems or for improvements to or renewals of those systems.

**16.2** Horizon Telecom is entitled to change the access procedure (login procedure) for the Services.

**16.3** Horizon Telecom will not be liable for any loss or damage the Customer suffers as a result of the provisions of Article s 16.1 and/or 16.2.

**16.4** The Customer is responsible for all use made using the Customer's Username and password combination, such as orders placed or requests made, as if it were a regular Agreement as stated in Article 3.7.

**16.5** All intellectual and/or industrial property rights to the equipment, software, websites, data files or other materials developed or made available pursuant to the Agreement, such as analyses, designs, documents, reports, quotations and materials used to prepare these, are vested exclusively in Horizon Telecom, its licensors or its suppliers. The Customer only obtains the rights of use expressly assigned to the Customer in these terms and conditions and the law, unless any agreement with the Customer expressly provides otherwise. Any other or more far-reaching right of the Customer to reproduce software, websites, data files or other materials is excluded. Any right of use to which the Customer is entitled is non-exclusive and cannot be transferred to third parties.

#### **Article 17. Facilities**

**17.1** Horizon Telecom may install certain Facilities for the Service(s) to be provided, which may or may not be included in the price of the agreed Service(s). Unless otherwise agreed, Horizon Telecom will arrange for the Facilities.

**17.2** The Customer is granted a non-exclusive and non-transferable right to use the software and the corresponding user documentation during the term of the Agreement. The Customer agrees to the licence terms applicable to this software and documentation. The Customer is not permitted to allow third parties to use this software and/or documentation.

**17.3** As regards warranty, maintenance and performance of the Facilities, the conditions apply that the supplier of the relevant Facilities has determined, subject to a maximum of one year after delivery.

**17.4** The ownership of Facilities will not be transferred to the Customer, unless otherwise agreed in writing. It is not permitted to maintain the Facilities or to alienate or pledge them or to encumber them in any other way, or to lease them, lend them or take them out of service or allow third parties to use them on any basis. Use of the Service and Facilities in a manner that breaches the law or any regulations, guidelines or orders or that violates any rights of third parties or disrupts the Service or Facilities, including the dissemination of spam or malware, or other conduct that may harm the Service, is not permitted and will give Horizon Telecom the right to terminate the Service with immediate effect.

**17.5** The Customer is not permitted to change, move, open or otherwise modify and/or control the Facilities without the express prior written permission of Horizon Telecom.

**17.6** The Customer shall inform third parties of Horizon Telecom's ownership if they enforce rights to the Facilities or wish to execute measures such as seizure. In that case, the Customer shall also inform Horizon Telecom without delay.

**17.7** Facilities are installed by Horizon Telecom or installers engaged by Horizon Telecom at a location agreed with the Customer.

**17.8** The Customer shall refrain from reproducing and/or disclosing and/or otherwise disseminating the software and the corresponding user documentation, other than as is necessary for normal, personal use of the Services and for storage (backup) purposes for internal, personal use. When creating storage (backup) copies for internal, personal use, the Customer shall retain all data and marks designating ownership and origin.

**17.9** Times of installation, programming and maintenance of the Facilities will as far as possible be determined in consultation between the Customer and Horizon Telecom.

**17.10** The Customer will be liable for any and all damage caused to the Facilities, unless the damage has arisen from any act or omission attributable to Horizon Telecom. The amount payable by the Customer in the event of the Customer's liability will be at least equal to the replacement value of the Facilities.

**17.11** Following termination of the Agreement, the Customer will be obliged to cooperate in handing over the Facilities to Horizon Telecom or allowing repossession by Horizon Telecom, at Horizon Telecom's first request. If the Customer acts contrary to its obligation in this Article 17.11, the Customer will be bound to pay Horizon Telecom the replacement value of the relevant Facilities, the amount of which will be determined by Horizon Telecom, and to reimburse all costs that Horizon Telecom incurs and that are related to that breach by the Customer. Payment of the replacement value of the Facilities and/or the aforementioned costs will not detract from Horizon Telecom's other rights, such as Horizon Telecom's right to seek the return of the Facilities in court, subject to an order for a penalty in the case of non-compliance.

#### **Article 18. Applicable law and jurisdiction**

**18.1** These General Terms and Conditions, the Agreement and its formation are governed by the laws of the Netherlands. The Vienna Sales Convention (CISG) is excluded.

**18.2** Any and all disputes ensuing from these General Terms and Conditions and/or the Agreement will be settled by the competent Dutch court of Amsterdam or another court to be designated by Horizon Telecom.

#### **Article 19. Amendments to the General Terms and Conditions and final provisions**

**19.1** Horizon Telecom is authorised to amend the General Terms and Conditions unilaterally, and any such amendment will come into force for the Customer after the period stated in the notice announcing the amendment. Amendments to the General Terms and Conditions may be announced on or by means of the invoice.

**19.2** Amendments to the General Terms and Conditions will take effect fourteen days from being announced, unless another period is indicated.

**19.3** These General Terms and Conditions are available on Horizon Telecom's website ([www.horizontelecom.nl](http://www.horizontelecom.nl)). Horizon Telecom will also send them free of charge upon request.

**19.4** If one or more provisions of these General Terms and Conditions and/or the Agreement are declared inapplicable by court decision or otherwise, this will not affect the applicability of all other provisions. The Parties will establish one or more new replacement provisions, which will approximate the intention of the original General Terms and Conditions and/or the Agreement as far as is legally possible.

**19.5** Changes in the powers of the Customer or any of the Customer's representatives or agents will not be effective in respect of Horizon Telecom – even if these changes have been registered in public registers – until the Customer has notified Horizon Telecom of these changes in writing.

**19.6** The Customer is obliged to inform Horizon Telecom of any change of address and/or change of invoicing details or other details, in writing and without delay. In its relationship with Horizon Telecom, the Customer shall expressly elect an address for service at the address the Customer has most recently communicated to Horizon Telecom in writing.

**19.7** In the event of any actual or possible bankruptcy, suspension of payments or debt restructuring scheme, the Customer shall notify Horizon Telecom accordingly without delay. In that case, Horizon Telecom will have the right to rescind the Agreement in full or in part.