



**General Terms and Conditions of Nobotel B.V.**  
for mobile telecommunications services

These are the General Terms and Conditions for mobile telecommunications services of

NOBOTEL B.V.

In this document you can read what has been arranged if you purchase mobile telecommunications services from us.

**These General Terms and Conditions consist of:**

- Information that applies only to your mobile connection

**Codes of conduct**

Special codes of conduct apply in addition to these General Terms and Conditions for some services. This concerns codes of conduct of other parties that we have to comply with. Examples are the 'Code of Conduct for Paid Mobile Internet Services' and the 'Code of Conduct on Transparent Mobile Data Usage'. We refer to the official websites of the relevant providers for these codes of conduct.

**More information**

You can find more information about our products and services on our website. We recommend that you regularly check our website. Do you have any questions about these terms and conditions or do you require more information? Please contact our Customer Service by telephone, via e-mail or via our website.

**Our website:**  
[www.nobotel.nl](http://www.nobotel.nl)



## 1. When does the service work?

In case of a mobile service, the service often works immediately after we have concluded the contract. Sometimes, the service works even before we have accepted your application. In that case, it concerns conditional acceptance. We may limit the options of the service until we have definitively accepted your application. For example by blocking telephone numbers that are very expensive to call.

## 2. Statutory rules

Statutory rules apply to the use of telephone numbers. Those rules are included in the numbering plan for telephone and ISDN services on [www.overheid.nl](http://www.overheid.nl). The plan provides, for example, that numbers starting with 06 may be used only for mobile telephony, and may not be used for automated applications. Examples include smart energy meters, navigation systems, and dongle modems for Internet on a laptop or tablet. You are not allowed to use a number in violation of the statutory rules. We may take measures if you still want to use your connection for such application. For example converting your 06 number into a number that is suitable for such an application, such as a 097 number.

## 3. Change of number

We may change a number if:

- There are changes in a national numbering plan
- The Netherlands Authority for Consumers & Markets makes changes in the allocation of numbers
- There are changes in a service and/or in a mobile network
- There are other situations that necessitate a change of number

If we change a number, we will inform you three months in advance, unless such is not possible.

### **If we make any changes to a service or the network**

We may change or terminate a service on commercial grounds. We may also do so because it helps us comply with rules set out in or according to the law. And/or in order to keep meeting today's requirements and requirements of the state of the art.

We do our best to implement changes without affecting the service and the devices you use. We will let you know in advance if this is not possible and if we anticipate that the change will have consequences for you. We will do so as soon as possible, and in any case one month in advance.

We will inform you as soon as possible if we are discontinuing a service. You will be informed at least one month in advance. If we think that a change may have major consequences for you, we will observe a longer period if such is possible. In that case, we will inform you at least three months in advance that we are discontinuing the service. If possible, we will offer you an alternative service. Your contract with us ends no later than the date on which we discontinue the service.

## 4. What you need to know if you use the service:



#### 4.1. You are responsible for the use of your service

If you purchase a service from us, this means that you as a customer are responsible for the use. Even if someone else uses your service and you do not know this, or have not given permission for it. You must pay for all costs incurred as a result of the use of your service. Are electronic communications affected by your use of the service? Or by devices that you connected and that we did not supply, which you selected? For example because they cause interference? Then you are obliged to follow our instructions. If those instructions involve any financial consequences for you, you must accept them.

#### 4.2. Rules of conduct

It is important that you observe the following rules:

- Our services are aimed at business customers: for ordinary, reasonable and normal business use. We trust that you use our services in that manner only.
- You may only connect devices that meet the statutory requirements for devices. For example security requirements. This way, you do not endanger the operation of our network.
- We trust that you and our staff always treat each other with respect.
- We trust that you do not use the service in a manner that is punishable or unlawful towards us and/or another person or company. Punishable and/or unlawful use include:
  - Sending spam
  - Publishing or distributing child porn or any other punishable porn
  - Distributing viruses, computer viruses, or other files that may damage the functioning or proper functioning of our software or the software of other parties
  - Threatening persons
  - Illegal downloading
  - Using someone's address without permission, making it look like you are the sender of a certain message
  - Harassing someone or violating someone's rights and privacy
  - Causing interference or nuisance
  - Hacking
  - Infringing our intellectual property rights and/or the intellectual property rights of third parties
  - Using your number in a manner that is contrary to the statutory rules that apply to the use of numbers.

What happens if you do not obey the rules for reasonable use of your service? In that case, we can take measures. For example temporarily discontinuing the service or terminating the contract.

## 5. Rates and payments

### 5.1. Our rates

You must pay the established rates for the services that you purchase from us. The rates may consist of the following amounts:

- A non-recurring amount, for example connection costs or activation costs
- An amount that you must pay periodically, often on a monthly basis, for example the contract fee
- Payments for the use of the service, for example if you make calls not included in your calling plan

Our data and the data provided by the provider are decisive when determining the amounts that you must pay us, unless you demonstrate that this data is incorrect. In determining this data, we are as precise as you may expect from us.

If providers increase rates in connection with indexation, we will follow this. The time of such a price adjustment differs for each brand and service. We will always inform you about this in good time (at least one month in advance).

### 5.2. If your contract starts between two invoicing periods

We apply fixed invoicing periods. Is the time of connection between two invoicing periods? In that case, we charge 1/30<sup>th</sup> part of the monthly amount for each day. We calculate your calling plan credit by looking at how many days there are between the time of connection and the time the next invoice arrives. For example, you conclude the contract on the 16<sup>th</sup> of the month, while the invoicing period runs from the 1<sup>st</sup> until the last day of the month. In that case, you pay only for the period between the 16<sup>th</sup> of the current month and the 1<sup>st</sup> of the next month, and you receive calling plan credit for that period, unless we have made other arrangements with you.

## 6. This is how you pay

### 6.1. The invoice

We send you a digital invoice on a fixed recurring date. We may charge costs if we are forced to send you an invoice in any other way than digitally.

## 6.2. Collection

We debit the amount you have to pay us to your account via direct debit collection, unless we have made other arrangements with you. On the invoice we state within which period we debit the invoice amount.

We may ask that you pay the non-recurring amounts and the contract fee in advance. In special cases, we may charge amounts in the interim. For example if you have made excessive use of a specific service in a short period of time.

## 6.3. Term of payment

The payment terms are stated on the invoice. If no payment terms have been stated, that term is 14 days after the invoice date.

## 6.4. If you do not pay in time

You receive a payment reminder if the payment term has expired and you have not paid yet. We may deactivate the service if you have not paid when the period stated in the payment reminder has ended. In that case, we may also charge you statutory interest and collection costs. What happens if our direct debit collection is unsuccessful several times? In that case, we might charge administrative costs. We may also transfer you to another payment method, which may involve additional costs that you must pay.

## 6.5. If you disagree with the invoice

Do you disagree with the amounts that we are charging you? In that case, you must inform us within 30 days of the invoice date. After those 30 days have passed, we are assuming that you agree with the invoice. If you object to the invoice, you may only temporarily withhold payment of the part that you disagree with. You must pay the rest of the invoice in time. Have you informed us more often that you disagree with the invoice, and does the invoice prove to be correct each time? In that case, we may ask you to pay for the research of your invoices that we perform.

## 6.6. If we doubt whether you are able to pay

If we have good reasons to doubt whether you can pay your current or future invoices, we may ask that you provide security. That means that we ask for a security deposit or a bank guarantee, for example. An example of a good reason is if you have not paid previous invoices. Or if you have to pay an excessive amount for the use of a service during a limited period. If we are requesting that you provide security, you are obliged to do so within the stated period.

## 7. Temporary discontinuation of the services

What happens if you do not adhere to the contract? In that case, we may temporarily discontinue the service. That is only possible if we have good reasons for it. We will inform you in advance, unless we cannot reasonably be asked to do so. If you fulfil your obligations as yet within the period stated by us, we will restart the services. In that case, we may charge costs. Even if we discontinue the service temporarily, you are obliged to continue paying the agreed amounts.

## 8. Changes to your contract

### 8.1. Changes made by us

We may change the contract and the agreed rates. If we do so, we will inform you at least one month in advance.

### 8.2. Changing your contract

During the minimum term of your contract, you may only change your contract with our permission.

### 8.3. Moving house

You must inform us of any changes in your home address or invoice address as soon as possible.

## 9. Giving notice of termination or terminating your contract

### 9.1. Giving notice of termination upon or after the minimum term of your contract

You may give notice to terminate your contract after the end of the minimum term of the contract. You must take the notice period into account. This amounts to one full calendar month for a contract. For example, if the minimum term of your contract ends on 1 November, you must give notice of termination no later than 1 October. The contract continues if you do not do so. In that case, you may give notice of termination on a monthly basis.

### 9.2. Terminating early

The contract may only be terminated early:

- If we make any changes to the contract or the rates, which allows you to terminate the contract. You can read more about this below.
- If we do not fulfil our obligations, and the non-fulfilment is so serious that you are justified in terminating the contract.
- Upon death.

All credits that you might still have expire upon notice of termination. Examples are your calling plan credit.

### 9.3. Giving notice of termination or terminating early if you disagree with a change

What happens if we make any change to the contract or to the rates, and you do not agree with such a change? In many cases you may give notice to terminate the contract in writing without any costs. Such is possible with effect from the date on which the change takes effect. We must have received your notice of termination before the effective date of the change.

You may not give notice of termination or terminate early if

- The change does not have any consequences for you, or if the change is to your advantage.
- You may refuse the change.
- We agreed the change with you upon conclusion of the contract. For example a periodic adjustment of the rates in line with inflation.
- The change is government-mandated.
- It concerns other cases in which this is not required by laws and regulations.

### 9.4. If you switch to another provider and wish to retain your number.

What happens if you switch to another provider and you give notice to terminate a contract for a service, in respect of which we offer number retention? In that case, you may take the number with you to your new provider. If you want this, you must indicate this immediately and in clear terms upon giving notice. You must also provide us with all information that we require. We may attach conditions to our cooperation. For example if the minimum term of your contract has not expired yet. In that case, our condition may be that you first pay a lump sum. Or, if you have any outstanding invoices, we may ask that you pay those first.

Do you terminate the contract because we change the contract? In that case, you must also indicate immediately upon notice of termination if you wish to take your number with you to another provider. What happens if you have not yet concluded a contract with another provider? In that case, you may submit a preliminary request for number retention. You must first indicate that you wish to retain your number. After that, you must submit a final request for number retention within two weeks at the latest after the change takes effect. In it, you must indicate whether you do indeed wish to take your number with you, and to which other provider.

Your contract with us ends at the time that your number is transferred to your new provider. A contract may end as a result, after the change takes effect. In that case, the changed terms and conditions and/or rates apply to your new contract.

Have you failed to submit a final request for number retention in time? Or have you failed to provide us with all information in time in order to execute your request? In that case, we assume that you have withdrawn the notice of termination, unless you have stated clearly that the termination also applies in that case. In that case, your contract continues under the changed terms and conditions and rates.

Are you switching from another provider to us? And do you purchase a service for which you may retain your telephone number? In that case, you may take your number from your previous provider with you. That is possible only if your current provider also cooperates in number retention.

#### 9.5. When may we terminate the contract?

In case of a contract, we may give notice to terminate your contract upon the end of the minimum term of your contract and afterwards. We take the notice period into account. This amounts to one calendar month for a contract.

We may terminate the contract early if:

- You go bankrupt or if your suspension of payment has been applied for.
- The application of the Dutch Debt Restructuring (Natural Persons) Act has been applied for in respect of you.
- You are legally incompetent, have been put under administration, or if you are otherwise no longer allowed to manage your funds.
- You do not fulfil your obligations under this contract or under another contract with us, and it is therefore justified for us to terminate the contract.
- You have received our payment reminder, and you still failed to pay within the period stated in it.

What happens if we terminate your contract early because you do not fulfil your obligations or have not paid? In that case, we may charge you the costs of the contract for the minimum period.

If we terminate a service, the contract for that service also ends on that same date at the latest. The contract cannot continue without the service.

### 10. This is how our liability and your liability has been regulated

#### 10.1. When are we liable?

We are only liable for loss if such loss has been caused by a failure that by law or according to generally accepted standards is attributable to us.

#### 10.2. When are we not liable?

We are not liable for loss not listed above. Do you use the service for your profession or business? In that case we are not liable for any loss of profits or savings, loss of data, staff turnover, goodwill or penalties and compensation that you must pay others. We cannot be blamed for the errors of other providers. Examples are providers of networks and services with which our mobile networks are connected directly or indirectly. Or providers of content services, such as apps and television services.



### 10.3. When are you liable?

You are liable for loss if such loss has been caused by a failure that by law or according to generally accepted standards is attributable to you.

If there are other parties who are of the opinion that they are entitled to compensation on account of the use made of your services, then you indemnify us against this.

### 10.4. Reporting loss

You must report any loss to us in writing as soon as possible, but no later than within four weeks after you could have discovered it. You are not entitled to compensation if you do not do so within that period.

## 11. Contract takeover

You may only have someone take over your contract and the rights and obligations that you have under that contract if we have given you permission in writing for this. We may attach conditions to that permission.

We may transfer our rights and obligations to another company if we transfer our company or part of our company.

## 12. Information about your mobile connection

### Specific properties of mobile telecommunications

In mobile telecommunications, the transport of data takes place wholly or partially through the air. You accept that someone else may receive the transported data. We apply technologies or support technical standards of the mobile networks used that make it difficult for others to access transmitted data.

In mobile telecommunications, establishing a connection and the quality of a connection are not always the same at every location. The differences are caused, among other things, by the mobile devices used and the radio coverage of the mobile network used. That radio coverage can be influenced by factors such as the location or presence in or of a building. This is also influenced by the amount of telephone communications and atmospheric conditions.

We may give priority to certain types of communications if such is necessary to prevent network congestion. The starting point is that the same types of communications are treated equally.

### 13. Your SIM card

#### 13.1. Use of your SIM card

You receive a SIM card if you need one to use the service. The SIM card remains our property. Do we change the technical properties of your SIM card? Or is your SIM card outdated? In that case, we may exchange your SIM card for another one. We may also change the technical properties or settings of your SIM card remotely or otherwise.

We may use security codes for the use of, access to or payment of fees for services and/or content services of others.

You must protect the SIM card as much as possible against unauthorised use, theft or damage. You must keep the SIM card's security codes secret. You may not keep them on or near the SIM card.

You must render the SIM card unusable as soon as your contract for a mobile service ends. For example by cutting the SIM card in half.

#### 13.2. Blocking the SIM card in case of theft or loss

You may ask us to freeze your contract in case of theft, loss or if you think that someone has used your SIM card or the security codes without your permission. This is possible 7 days a week. In that case, we will freeze your contract as soon as possible. You have to pay the costs of the use of your connection until your SIM card has been blocked. You do not pay costs for the use of your connection for the period that your contract has been frozen, but you do pay contract costs.

You may ask us to cancel the freezing. We may charge costs for this. Freezing may cause certain settings or data of your service to be lost.

### 14. Using your mobile phone abroad

#### 14.1. Use abroad (roaming)

Most mobile services can also be used abroad. This is also called roaming. We may change the areas where you can use your service abroad. We may also change which providers you can use. And we may change the services offered abroad. If you use the services of a foreign provider, the possibilities for use, quality features, and regulations of that provider apply. This is not our responsibility. The use of mobile Internet abroad is called data roaming. The options, rates and conditions differ per service. If you would like to receive more information about this, you may request this from our Customer Service.

## 14.2. Roam Like Home

In most European countries, you pay the same for telephoning, texting and using the Internet that you do in the Netherlands. This is what we refer to as 'Roam Like Home'. This applies in any event to all countries within the EU and also to Iceland, Liechtenstein, and Norway. You only pay the same rate if you can demonstrate that you live in the Netherlands or if you have a permanent link with the Netherlands. For example, because you work or have a company in the Netherlands, or if you follow a training course in the Netherlands. Are you applying for a contract that allows you to telephone, send text messages or use the Internet abroad? In that case, we may ask you for the information that is necessary to determine whether you can take advantage of the Roam Like Home rates. Do you already have a contract under which you take advantage of the Roam Like Home rates? In that case, we may occasionally check whether you still have a permanent link with the Netherlands. For example by looking at telephone, text message or Internet usage in the EU. What happens if we doubt whether you still meet the conditions? Then we will inform you. In that case, you have two weeks to adjust your behavioural pattern. Or you can show us in another way that you meet the conditions. We can take measures if you are unable to do so. We can add a surcharge for data roaming for example.