



# GENERAL CONDITIONS FOR BUSINESS T-MOBILE NETHERLANDS B.V.

## DEFINITIONS

**Activation date:** the date on which the SIM-card used for mobile services is activated on the Network.

**Agreement:** any (framework) agreement between T-Mobile and the Customer in respect of the provision of Services via a Connection or SIM Card, with Appendices, including in any case T-Mobile's General Terms and Conditions for Business.

**Appendix:** a document that forms part of the Agreement in which the conditions for the delivery of the Services and/or Equipment are described.

**Bundle:** The credit (if applicable) agreed in advance for voice, SMS text messaging, data/Internet traffic, expressed in Euros, to be used, which is paid by the Customer either in arrears or in advance.

**Connection:** the Connection to the Network that T-Mobile offers the Customer;

**Customer:** the party with whom T-Mobile negotiates the provision of Services, or the party with whom T-Mobile has concluded an Agreement for the provision of Services.

**Equipment:** the equipment and hardware and/or software, such as a mobile phone, router, software, installations, cables, physical connections and instruments, which T-Mobile may supply or deliver, as an option, on the basis of the Agreement.

**General Terms and Conditions:** these General Terms and Conditions of T-Mobile, which apply to the delivery of the Services and/or Equipment and to all requests of, offers and quotations to and Agreements with Customers.

**Network:** the T-Mobile network used for the provision of telecommunication services;

**Ready for Service Date:** the date on which the fixed Service ordered by the Customer is delivered and can be used by the Customer.

**Roaming:** the use by the Customer of mobile telecommunications networks outside the Netherlands and in border areas.

**Service Description:** a document that describes the (technical) details of the Services, such as functionalities and specifications of the Services, and that can form part of the Agreement in the form of an Appendix.

**Service(s):** the electronic communication service(s) that T-Mobile provides to its Customer in accordance with the provisions of the Agreement.

**SIM-card:** a chip card which makes it possible to use the Services, in combination or not with Equipment.

**T-Mobile:** T-Mobile Netherlands B.V., having its registered office and business address at Waldorpstraat 60, Postbus 16272, 2500 BG The Hague, the Netherlands, listed in trade register of the Chamber of Commerce under number 33265679, and carrying on business inter alia under the names T-Mobile and Tele2.

## GENERAL

This general section of these General Terms and Conditions for Business applies to all Services and Equipment and to all requests of, offers and quotations to and Agreements with Customers.

### Article 1. Applicable Terms and Conditions

- 1.1. These General Terms and Conditions apply to all requests of, offers and quotations to and Agreements with Customers, unless the Customer and T-Mobile have explicitly agreed otherwise in writing. Purchase conditions and/or other (general) terms and conditions of the Customer are hereby explicitly rejected and do not apply.
- 1.2. In the event of any inconsistency between provisions in the Agreement, the following priority rules will apply:
  - a. the main text of the Agreement;
  - b. the General Terms and Conditions for Zakelijk;
  - c. the Service Description (if applicable)
  - d. any other documents belonging to the Agreement

### Article 2. Formation of the Agreement

- 2.1. The Agreement, including amendments thereof, is formed:
  - a. on the date of signing by T-Mobile and the Customer of an offer or other document from T-Mobile; or
  - b. on the date of receipt of the written or electronic confirmation by T-Mobile of acceptance of the request for a Service; or
  - c. when the Customer de facto enables T-Mobile to commence with the execution of the work or to provide the Service.

- 2.2. The Customer is obliged to provide T-Mobile with the information, as specified in the Agreement and/or required for the delivery of the Service, and the documents referred to below:
  - in case of natural persons: a proof of identification as referred to in the Compulsory Identification Act (Wet op de Identificatieplicht) and proof of a permanent place of residence or domicile in the Netherlands;
  - in case of companies and/or legal entities: an extract of their registration with the Chamber of Commerce not older than two months and a proof of identification (as referred to in the Dutch Compulsory Identification Act) of the authorized representative of the company or legal entity.

- 2.3. Without prejudice to the Customer's obligations by virtue of the Agreement, the Customer is personally responsible for canceling or amending (in a timely manner) their existing agreement(s) with other suppliers of (telecommunication) services ("Existing Suppliers") whereby comparable services are provided (such as Internet services) or whereby the services of the Existing Suppliers are dependent on the Services (such as PIN or alarm services). T-Mobile is not responsible for the payment of any termination fees to be paid by the Customer to the Existing Suppliers or for the payment of variation fees in connection with the continued use of the services of that Existing Supplier.

### Article 3. General term and termination provisions of the Agreement

- 3.1. Unless otherwise agreed, the Agreement is entered into for an (initial) term of one (1) year. The term (duration) of the Agreement commences in accordance with the provisions in Articles 17 and 24.
- 3.2. Unless one of the parties cancels the Agreement in writing at least one (1) month before the expiry of the initial period, the Agreement will be tacitly renewed for an indefinite period of time and can subsequently be terminated at any time by either party in writing subject to a one (1) month period of notice. The Agreement will remain in effect as long as not all of the Services have been canceled.
- 3.3. If the Agreement is canceled/terminated prematurely by the Customer (in part), i.e. before the end of the initial term, then - without prejudice to T-Mobile's other rights - an early exit fee will be payable by the Customer immediately after the early cancelation/termination. In addition to outstanding invoiced amounts for the Service, this early exit fee consists of: (i) one hundred percent (100%) of the fixed recurring monthly charge for the Service, multiplied by the number of months that the Agreement has been canceled/terminated prematurely, and - if applicable - (ii) the monthly variable charges for the Services, for the full initial term of the Agreement. The portion of the early exit fee that relates to the monthly charges for the Services is determined by multiplying the average monthly volume generated with the Service and invoiced by T-Mobile during the period already expired by the number of months that the Agreement has been canceled/terminated prematurely and - if applicable - (iii) the fixed recurring monthly charge for the purchase of the mobile device, multiplied by the number of months that the Agreement has been canceled/terminated prematurely. If the Customer cancels the Agreement prior to delivery of the Service, they also owe T-Mobile the one-off charge for installation and/or delivery of the Service - without discounts.

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

- 4.1. T-Mobile does not guarantee the suitability or usefulness of the Services for the purpose intended by the Customer, even if this purpose has been made known to T-Mobile in advance. The Service description of the Service prevails.
- 4.2. T-Mobile will make every effort to provide the Service as uninterrupted as possible. However, T-Mobile does not guarantee the quality and availability of the Service.
- 4.3. T-Mobile must pay compensation (as referred to in Article 7:1a of the Telecommunications Act) if the provision of the Service is completely interrupted for a continuous period of more than 12 hours as a result of a failure in the network.
- 4.4. The Service is intended for use by the Customer. Unless otherwise agreed in the Agreement, the Service may not be resold or otherwise used for commercial purposes.

- 4.5 T-Mobile reserves the right to change, extend, suspend or terminate network standards, network specifications, networks in general, technologies and techniques if T-Mobile deems this necessary for business, technical and/or commercial reasons, this at T-Mobile's sole discretion, or if T-Mobile cannot have or no longer has at its disposal specific products and/or services provided by third parties.
- 4.6 Services and/or Equipment are subject to intellectual property rights that exclusively belong to T-Mobile, its affiliated companies, licensors or other third parties. T-Mobile grants the Customer a non-exclusive and non-transferable right to use this Equipment and these Services during the term of the Agreement in accordance with the intended use. The Customer agrees to the license terms belonging to any software and documentation. The Customer is not permitted to allow third parties to use this software and/or documentation. The Customer indemnifies T-Mobile and shall compensate T-Mobile for the consequences of infringements of intellectual property rights of T-Mobile or third parties, arising from the use of Services and Equipment in breach of the Agreement.

#### **Article 5. Invoicing, payment and indexation of charges**

- 5.1 Unless otherwise agreed upon in writing in the Agreement, payment will take place by means of direct debit from the Customer's bank or giro account, for which the Customer will provide a written authorization to T-Mobile. If the Customer pays by direct debit, the Customer will receive advance notice of the amount to be collected. This advance notice will be given by means of the invoice the Customer receives prior to collection.
- 5.2 T-Mobile will send the Customer a monthly (electronic) invoice for the Services provided.
- 5.3 If payment is not made by direct debit, the Customer will pay the invoice before the date stated on the invoice.
- 5.4 If the Customer is of the opinion that the invoiced amount is incorrect, they must notify T-Mobile of this in writing as soon as possible. A possible suspension of the payment obligation can only be considered after prior written permission from T-Mobile.
- 5.5 If the Customer has failed to pay on time, they will automatically be in default without further notice of default being required. In that case, all claims that T-Mobile has against the Customer will become immediately due and payable. T-Mobile is entitled to reimbursement of the statutory interest on the total outstanding amount and to reimbursement of the costs incurred for the collection of outstanding amounts. The statutory interest is due from the due date of the invoice.
- 5.6 Set-off of an outstanding amount with a claim on T-Mobile is not allowed.
- 5.7 Payments always serve in the first place to settle any interest and costs payable and in the second place to settle due and payable invoices that have been outstanding the longest, even if the Customer states that the payment relates to a later invoice.
- 5.8 T-Mobile is entitled to adjust its charges annually in January as a result of inflation. This adjustment is based on the Consumer Price Index of Statistics Netherlands (CBS) of the month of June of the previous year. T-Mobile will not make an inflation adjustment if 3 months or less of the Agreement has expired.

#### **Article 6. Liability**

- 6.1 T-Mobile is only liable within the limits of this Article for any damage resulting from the formation or execution of the Agreement.
- 6.2 T-Mobile is never liable for indirect damage of the Customer, including explicitly (but not exclusively) any immaterial damage and/or business damage, including loss of profit.
- 6.3 T-Mobile is only liable for damage other than indirect damage in the cases referred to below and subject to the limits referred to therein:
- death or physical injury up to a maximum amount of EUR 900,000 per event and per year;
  - damage to the Customer's property within the framework of the execution of the Agreement by T-Mobile up to a maximum of EUR 225,000 per event and per year.
- 6.4 If, as a result of an event as referred to in this Article, several Customers bring a claim against T-Mobile, and the joint claims exceed the maximum amounts set out in Article 6.3 per event, T-Mobile will only be obliged to pay the claims in proportion to their size.

- 6.5 The Customer must inform T-Mobile in writing as soon as possible, preferably within two months after the discovery of the damage. Any damage that is not brought to the attention of T-Mobile within this period will not be compensated, unless the Customer is able to demonstrate that a timely written response could not reasonably be expected of them.
- 6.6 The exclusions and limitations referred to in this Article do not apply if the damage is the result of intent or gross negligence on the part of T-Mobile's executive staff.
- 6.7 The Customer is liable for all use or misuse of the Service. The Customer is therefore responsible for protecting its hardware (such as switchboards) against improper use of this hardware by third parties or intrusions into this hardware by third parties. T-Mobile is not liable for any damage as a result of this improper use and/or these intrusions.

#### **Article 7. Force majeure**

In the event of a non-attributable breach ('Force Majeure') on the part of T-Mobile, the Customer cannot hold T-Mobile liable for its obligations. Force majeure is deemed to exist if T-Mobile is unable to fulfill its obligations as a result of acts or omissions on the part of the Customer, defects and/or failures in the Customer's hardware, systems and/or network, improper use of or intrusions into the Customer's hardware (such as switchboards), fraud, abuse, maintenance, war (risk), riots, terrorism, attacks, molestations, fire, water damage, frost, unworkable weather, lightning strikes, storms, floods, earthquakes, (nuclear) explosions, strikes, sit-down strikes, government measures such as changes in legislation and regulations or the withdrawal of telephone numbers by authorities, disruptions in the energy supply, safety and environmental requirements (such as contaminated soil, subsidence of soil and/or buildings, and asbestos), refused and/or limited access to plots of land and/or buildings, conditions set by landowners (such as installing ornamental paving or certain works), delays in obtaining the necessary permits, cable break(s) caused by third parties, disruptions or breaches in services provided by third parties.

#### **Article 8. Obligations on the part of the Customer**

- 8.1 The Customer will provide T-Mobile with all the information it needs to maintain the Services. This includes, among other things, timely notification of changes to address details, invoicing details and/or other relevant details.
- 8.2 The Customer will lend all cooperation to T-Mobile that can reasonably be expected from them during and/or for the benefit of the provision of the Services. If T-Mobile requests specific cooperation, and the Customer fails to lend their cooperation within one (1) month, T-Mobile is entitled to start invoicing for the Service, and the term of the Agreement will be deemed to have commenced the moment T-Mobile starts invoicing.
- 8.3 If delivery of the ordered Service is not technically possible, T-Mobile can impose additional conditions that the Customer must meet before the Service can be delivered. If these additional conditions are not met, the Customer cannot claim delivery of the Service.

#### **Article 9. Processing of personal and traffic data**

- 9.1 T-Mobile processes personal data in a careful and proper manner and in compliance with the applicable laws and regulations concerning privacy and data protection, including (but not limited to) the General Data Protection Regulation (GDPR) and the Telecommunications Act (Tw). Insofar as the Customer collects personal data and provides it to T-Mobile, the Customer warrants to T-Mobile that this collection and provision is lawful.
- 9.2 With respect to the Services, T-Mobile is the controller as referred to in the GDPR. Within this context the Customer will enable T-Mobile to fulfill its obligations under the GDPR, in particular when it comes to informing data subjects and the proper compliance with requests from data subjects. More information about the processing of personal data by T-Mobile as the controller can be found at [www.t-mobile/privacy](http://www.t-mobile/privacy).

#### **Article 10. Telephone numbers**

- 10.1 T-Mobile can make one or more telephone numbers available to the Customer for the Service. The Customer cannot assert any rights with regard to the use or retention thereof, except the applicable statutory provisions. If necessary because of the continuation of the Service or T-Mobile's network infrastructure or because of changed legislation or regulations, or if a competent authority orders this, T-Mobile is entitled to change or withdraw numbers as referred to in this Article.
- 10.2 If the Customer wishes to port a number to another provider, the Customer must submit the request to this provider. If the Customer ports the number to another provider before the end of the initial term, this will be regarded as early termination and the early termination arrangement referred to in Article 3.3 will apply.

- 10.3 One month after termination of the Agreement, the number will be discontinued, unless the Customer has requested number retention in good time.

#### Article 11. Transfer

- 11.1 The rights and obligations arising from the Agreement cannot be transferred to a third party by the Customer without prior written permission from T-Mobile.
- 11.2 The Customer grants permission and lends cooperation in advance to a full or partial transfer by T-Mobile of the rights and obligations arising from the Agreement to a third party.

#### Article 12. Applicable law and jurisdiction

- 12.1 These General Terms and Conditions, the Agreement and its formation are exclusively governed by Dutch law.
- 12.2 All disputes arising from these General Terms and Conditions and/or the Agreement will be exclusively adjudicated by the competent court in The Hague.

#### Article 13. (Changes) and general termination provisions

- 13.1 T-Mobile is entitled to change the charges (including any related discount percentages), any clauses in the Agreement, or the General Terms and Conditions for Business, with effect from at least one month after notification of this change. If this change is detrimental to the Customer, the Customer may, if they do not agree with this change, terminate the Agreement free of charge up to the date of this change, with effect from the date on which the change applies. In this case the Customer cannot claim compliance with the Agreement subject to the old conditions.
- 13.2 In connection with the provisions in Article 4.5, T-Mobile is entitled to (partially) terminate the Agreement, subject to a period of notice of at least one month. In this case T-Mobile will offer a replacement Service if possible. If the Customer does not wish to accept the replacement Service, or if no replacement Service is available, the Agreement will be terminated as of the (announced) date that T-Mobile will discontinue the Service.
- 13.3 T-Mobile is also entitled to fully or partially suspend the provision of Services without prior warning and with immediate effect, or to (partially) cancel the Agreement if:
- the Customer continues to fail to meet their obligations resulting from the Agreement or these General Terms and Conditions for Business in any way, and has not shown that they will as yet fulfil their obligations after the expiry of the reasonable period referred to in the notice of default;
  - there is: (a suspicion of) misuse or improper use of the Connection, the Service or related Provisions, facilities and/or services (such as, but not limited to, (information) numbers made available, by the Customer or otherwise;
- 13.4 Each of the parties has the right to terminate the Agreement with immediate effect in writing without judicial intervention being required in the event that:
- the other party, after having received notice of default, fails to fulfill their obligations arising from this Agreement within a reasonable period of time after the date of the notice of default;
  - the other party has been declared bankrupt or has been granted a suspension of payments;
  - the other party has applied for a suspension of payments or filed for bankruptcy or wishes to reach an arrangement with its creditors in order to avoid this.
- 13.5 In the event of (possible) bankruptcy, suspension of payments or debt restructuring, the Customer must immediately inform T-Mobile thereof.
- 13.6 T-Mobile may stipulate further terms or conditions before continuing to provide its services in the event of one of the situations referred to in Article 13.3 or Article 13.4. If the Service is reactivated after a suspension, T-Mobile is entitled to charge a one-off fee for this.
- 13.7 If one or more provisions of these General Terms and Conditions for Business and/or the Agreement are declared inapplicable by court order or otherwise, this will not affect the applicability of all other provisions. The parties will adopt (a) new provision(s) as a replacement, with which the intention of the original General Terms and Conditions for Business and/or the Agreement will be formed as closely as possible.

#### FIXED SERVICES

This section of the General Terms and Conditions for Business is additionally applicable to fixed Services provided by T-Mobile to the Customer by means of T-Mobile's fixed infrastructure.

#### Article 14. Delivery of fixed Services

- 14.1 The delivery periods specified and communicated by T-Mobile are indicative only. The delivery periods also depend on the technical facilities of and/or circumstances at the Customer and any changes or modifications that have to be made to them for the delivery of the agreed Services. Delivery periods may also be affected by, for example, the absence of a working connection as referred to in Article 14.3, the absence of the necessary permission from competent authorities, from the building owner in the event that access to a building is required, or from the land owner in the event of excavation work. The Customer is responsible for obtaining the necessary permission from the building owner. Exceeding one or more delivery periods does not put T-Mobile in default.
- 14.2 The Services are provided at the address (and where applicable on the story or floor concerned) as entered by the Customer on the Agreement. If the Customer wishes to relocate the Service to another address, this will be deemed to be an early termination and the early termination arrangement in Article 3.3 will apply. The Customer must conclude a new Agreement for the provision of the Service at the new address. Under written conditions to be agreed upon, the Customer and T-Mobile may deviate from this article.
- 14.3 The delivery (period) of the Services may depend on a working connection. The Customer is responsible for a working connection at the location where the Services are to be provided. If there is no (working) connection at the location in question, the costs for the installation and/or repair will be fully payable by the Customer.

#### Article 15. Numbers, access codes, etc.

For the benefit of a Service, T-Mobile can make one or more numbers and/or e-mail addresses and/or domain names and/or IP addresses and possibly associated usernames, passwords and/or other access codes available to the Customer. The Customer may not assert any rights with respect to the use or retention of such numbers, e-mail addresses, domain names and/or IP addresses and any associated usernames, passwords and/or other access codes, except for the statutory regulations regarding number portability.

#### Article 16. Charges

- 16.1 Unless otherwise agreed in writing, the Customer will owe T-Mobile the following depending on the type of Service:
- a. a charge per successful call as well as a usage and destination dependent rate;
  - b. a charge for other service specific usage based on a usage rate;
  - c. a monthly fixed charge; and
  - d. a one-off charge for the installation and/or delivery of the Service.
- Unless expressly stated otherwise, all amounts quoted are exclusive of VAT.
- 16.2 If T-Mobile has to perform work for the benefit of the Customer, for whatever reason, that has not been laid down in writing in an Agreement, or if costs arise because the Customer is in default in any way and this makes the execution of the Agreement impossible or difficult, or if T-Mobile has to incur additional costs in connection with locally applicable procedures or (conditions applicable to) the granting of permission by the building or land owners, then these activities and/or costs are deemed to be additional work and as such will be charged to the Customer at the then applicable rates of T-Mobile.
- 16.3 If a Service provided under the Agreement (also) consists of the delivery of one or more fixed connections, T-Mobile will carry out a more extensive site investigation and if necessary submit a permit application to local government institutions. The location investigation may result in one-off charges in connection with additional work. T-Mobile will then inform the Customer about the costs of this additional work. If the Customer agrees to the additional work and wants the Agreement to be executed, T-Mobile will charge the one-off costs related to the additional work. If the Customer cannot agree to the costs of the additional work, the Customer and/or T-Mobile are entitled to terminate the Service with regard to the fixed connection free of charge, without being liable for damages. For the other Services provided under the Agreement, the Agreement will remain in full force.
- 16.4 T-Mobile is entitled to (partially) terminate the Agreement with regard to the fixed connections if it appears prior to delivery of the Service that it cannot be delivered for business, technical and/or commercial reasons, this exclusively at T-Mobile's discretion.
- 16.5 Insofar as the charges agreed are related to a particular period and are not owed over the entire period, T-Mobile may charge a pro rata amount per calendar day.

#### Article 17. Commencement of the term of the fixed services agreement

- 17.1 The term of the Agreement for fixed services commences on the Ready for Service date. The invoicing in respect of a Service will also take place from this Ready for Service date. T-Mobile will inform the Customer of the Ready for Service date. If

the Ready for Service date has not been communicated to the Customer, the term of the Agreement will be deemed to have commenced the moment the Service is taken into use by the Customer.

17.2 If the Agreement relates to multiple Connections at multiple locations of the Customer, the following applies: A Connection will be concluded and purchased by the Customer per location of the Customer (hereinafter: 'Location') for a term as referred to in Article 3.1. The term will commence on the Ready for Service date of the Connection provided under the Agreement at the relevant Location. The invoicing in respect of a Service will also take place from this Ready for Service date. The start and end dates of a Connection may vary per Location depending on the Ready for Service date.

#### **Article 18. Equipment**

- 18.1 T-Mobile may install certain Equipment for the benefit of the Service(s) to be delivered, which may or may not be included in the price of the agreed Service(s). Unless otherwise agreed, T-Mobile will provide the Equipment.
- 18.2 When it comes to the warranty, maintenance and functioning of the Equipment, the conditions determined by the manufacturer of the Equipment in question apply.
- 18.3 Ownership of the Equipment will not be transferred to the Customer, unless otherwise agreed in writing.
- 18.4 The Customer is not allowed to make changes to the Equipment, to move, open, or otherwise modify and/or alter the Equipment without explicit prior written permission from T-Mobile.
- 18.5 The Customer will inform third parties who assert rights on the Equipment or wish to carry out measures such as seizure that it is the property of T-Mobile. In that case, the Customer will also inform T-Mobile immediately.
- 18.6 After termination of the Agreement, the Customer is obliged, at T-Mobile's first request, to cooperate in handing over the Equipment to T-Mobile, or to have it taken back by T-Mobile. If the Customer acts contrary to its obligation under this Article, the Customer is obliged to reimburse T-Mobile the replacement value of the Equipment in question and all costs incurred by T-Mobile in connection with this failure on the part of the Customer.

#### **MOBILE SERVICES**

This part of the General Terms and Conditions for Business is additionally applicable to Services provided by T-Mobile to the Customer by making available one or more SIM-cards, possibly in combination with Equipment.

#### **Article 19. Delivery and Equipment for mobile services**

- 19.1 Unless agreed otherwise in writing, the Service consists of T-Mobile supplying a SIM-card with which, in combination or not with the Equipment, it is possible to send and receive voice and/or data over the Network.
- 19.2 The Customer must, if necessary, purchase suitable (replacement) hardware themselves in order to be able to make use of the Services. The Customer may only use the SIM-card in combination with CE-certified hardware.
- 19.3 If T-Mobile sells and supplies Equipment as part of the Agreement, ownership of that Equipment will be transferred to the Customer the moment the purchase price is paid in full. Article 18.2 is applicable to this.

#### **Article 20. Service level and use of the Services**

- 20.1 The Services operate using radio signals. These signals may be interfered with by external circumstances beyond T-Mobile's control. Partly because of this, T-Mobile cannot guarantee the quality of the connection. Due to maintenance work or failures, there may temporarily be little or no signal available. Needless to say, T-Mobile will do its utmost to resolve this situation as quickly as possible.
- 20.2 The telecommunications traffic offered by the Customer must originate from the Network, unless in the case of Roaming or if agreed otherwise. The Customer is therefore not permitted to make use of the Service if the telecommunications traffic offered originates outside the Network, for example on the Customer's company network. Without prior permission from T-Mobile, the Customer is not permitted to convert the mobile telephone traffic made possible by the Services to fixed telephone traffic (or have it converted into fixed telephone traffic) before it is routed to the final destination by T-Mobile. For example, the Customer is not permitted to use SIM or GSM boxes or similar hardware.
- 20.3 Roaming and international calls are subject to the usage, quality characteristics and regulations of the relevant country and/or network providers.

20.4 Unless explicitly agreed otherwise, the Customer is not permitted to use the Services for machine-to-machine (M2M) applications.

20.5 In accordance with legislation, the Customer is obliged to use an O6 number only in devices with which a voice connection can be set up.

#### **Article 21. Charges**

- 21.1 Unless otherwise agreed in writing, the Customer will owe the following in respect of the use and delivery of the Services:
- a charge per received or sent call and/or data and/or a usage and/or a destination dependent charge (this includes Roaming charges);
  - a charge for other service-specific usage based on a usage charge;
  - a monthly fixed charge agreed with the Customer;
  - a one-off charge for the installation and/or delivery of the Service;
  - optionally: a monthly fixed charge agreed with the Customer for the purchase of a mobile device until the purchase price has been paid.
- Unless expressly stated otherwise, all amounts quoted are exclusive of VAT.

21.2 If a bundle has been agreed, the bundle is personal and tied to the Service. Any unused credit cannot be rolled over to the next month. The Customer cannot have their bundle refunded, transferred or otherwise assigned to a third party. The bundle will remain the property of T-Mobile until the Customer has paid the amounts due. The bundle will automatically expire if the Agreement is terminated without the Customer being able to claim any form of refund or compensation.

21.3 In cases other than after termination of the Agreement, T-Mobile reserves the right to charge the costs of disconnection and/or reconnection of (parts of) the Service(s) to the Customer.

#### **Article 22. SIM-card**

- 22.1 A SIM-card made available to the Customer by T-Mobile is and remains the property of T-Mobile. After T-Mobile's first request to do so, the Customer must return the SIM-card to T-Mobile after the end of the Agreement.
- 22.2 In the event of theft or loss of the SIM-card, the Customer must immediately notify T-Mobile of this in the manner communicated by T-Mobile. The Customer is liable for the (call) charges and the use of the Services until T-Mobile has received the notification referred to in this Article.

#### **Article 23. Commencement of the term of the mobile services agreement**

The (initial) term of the Agreement will be calculated from the date on which the first SIM-card is activated, unless agreed otherwise in writing in the Agreement. However, this does not apply to SIM-cards of numbers transferred (ported) to T-Mobile. The term of the Agreement per SIM-card is calculated separately from the date on which the number was transferred to T-Mobile, unless agreed otherwise in writing in the Agreement. The invoicing of a Service takes place from the activation date of the SIM-card.