

# General Conditions

Conferencing Services



**GENERAL CONDITIONS**  
Conferencing Services

IMPORTANT: the original Dutch text of the conditions is binding under all circumstances.  
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## DEFINITIONS

The following definitions apply to the terminology used in these General Conditions:

<b>Agreement</b>	: agreements between KPN and another party that forms the basis for delivery by KPN of the Service, registered in a form, document or other manner;
<b>Conferencing Services</b>	: the package of services, not including use of network infrastructure, delivered by KPN to allow multiple persons at multiple locations to simultaneously share information;
<b>Contracting Party</b>	: the party with whom KPN closes, or wishes to close, an Agreement and to whom these General Conditions are applicable;
<b>Equipment</b>	: the systems used to allow Participants to use the Service;
<b>KPN</b>	: KPN B.V.;
<b>Participants</b>	: Contracting Party and Partners;
<b>Partners</b>	: the party with whom Contracting Party establishes contact via the Service when the Service is delivered and/or the party who has received access codes from the Contracting Party to be able to use the Service;
<b>Service</b>	: the services delivered by KPN in the context of the Agreement.

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## SUBJECT OF THE AGREEMENT

**2.1** The parties agree that KPN will execute the Service on behalf of Contracting Party under the conditions and at the fee mentioned in the Agreement and the associated attachments.

**2.2** The Agreement can involve both one-time execution of the Service and execution of the Service by KPN at the request of Contracting Party during a period of limited or unlimited duration.

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## ACTIVATION OF THE AGREEMENT

**3.1** The Service can be requested by completing and signing a form available for that purpose, unless another request procedure is agreed upon. KPN will provide Contracting Party with a copy of these General Conditions at no charge.

**3.2** Contracting Party must provide any proof of identity requested by KPN and all of the data that KPN deems necessary for evaluation of requests for use of the Service.

**3.3** In cases involving a request for use of the Service on behalf of a person, legal entity or corporation, the representative of such person, legal entity or corporation must provide any proof of identity requested by KPN, as well as proof of his/ her authority to represent that person, legal entity or corporation, based on a recent excerpt from the Chamber of Commerce registry.

**3.4** The Agreement goes into effect on the date on which KPN issues confirmation of its intention to honour the request to the Contracting Party, unless otherwise agreed.

**3.5** Requests for use of the Service can be rejected by KPN if:

- a** Contracting Party is not the legal representative of the party for whom the agreement is closed with KPN or Contracting Party is unable to provide the data requested by KPN as described in paragraph 3.2 and/ or 3.3 within the period stipulated by KPN;
- b** Contracting Party fails to fulfil any obligation resulting from these General Conditions that would reasonably justify rejection of the request by KPN, or KPN has reason to believe that Contracting Party will be unable to fulfil such obligation;
- c** Contracting Party fails to fulfil any financial obligation resulting from earlier agreements between Contracting Party and KPN.

KPN will provide Contracting Party with its reasons for rejection.

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**3.6** A Contracting Party who has used the Service in the past can request use of the Service via a short request procedure with reference to his/ her past use of the Service. The proof of identity procedure related to such repeat requests for use of the Service is less extensive than that applicable to new requests for use of the Service.

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### **DELIVERY OF THE SERVICE**

**4.1** KPN will take reasonable measures to provide the Service without faults and will resolve faults and Service disruptions as quickly as possible. KPN may be unable to prevent temporary Service downtime, however, in cases involving availability problems in the network infrastructure used to provide access to the Conferencing Services. Liability on the part of KPN for non-availability of the Service is limited to the liability as described in article 13 of these General Conditions.

**4.2** KPN retains the right to deviate from the provisions for execution of the Service contained in these General Conditions and in the Agreement between Contracting Party and KPN in cases in which technical conditions require such deviation. Where possible, KPN will provide Contracting Party with advance notification of deviations.

**4.3** In cases involving force majeure, KPN retains the right to terminate the Agreement, either in whole or in part, without legal intervention, without liability for damages and without relinquishing its right to receive payment for services already rendered.

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## 05

### **VALIDATION OF THE EQUIPMENT**

**5.1** KPN may request a validation test to detect possible limitations in the Equipment of Contracting Party and Partners.

**5.2** Contracting Party must co-operate in the execution of the validation tests. Contracting Party will provide KPN with the data required to execute these tests and will take any measures that may be necessary to allow KPN to execute these tests properly.

**5.3** In cases in which Contracting Party temporarily uses Equipment provided by KPN to obtain access to the Service, KPN will take full responsibility for the validation test.

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## 06

### **OBLIGATION TO PROVIDE INFORMATION**

**6.1** Contracting Party must provide timely notification to KPN regarding any changes to the Equipment of Contracting Party and/ or Partners that may have an impact on execution of the Service.

**6.2** Contracting Party must provide timely notification to KPN regarding any changes to personal data regarding Contracting Party.

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## 07

### **OBLIGATIONS RELATED TO EXECUTION OF THE SERVICE**

**7.1** Contracting Party will ensure that Equipment of the Participants is prepared for execution of the Service on time.

**7.2** Contracting Party is responsible for making sure that the appropriate Participants are involved in meetings conducted via the Service during establishment of the connections required to access the Service.

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## 08

### **USE OF CONFIDENTIAL DATA**

**8.1** All parties involved in the Service are obligated to ensure they handle confidential data obtained from other parties involved in the Service with the utmost confidentiality, whatever form such data may have. The parties involved in the Service may not use confidential information obtained in the context of the Service for their own benefit.

**8.2** Contracting Party must handle any access codes he/she may obtain in the context of the Service with the utmost confidentiality and must take any measures required to ensure that such codes are not misused by third parties. Contracting Party will be held responsible for any costs incurred by KPN as a result of misuse of such access codes.

**8.3** KPN enters data regarding Contracting Party and Partners obtained from Contracting Party in a database. KPN uses these data in compliance with Dutch privacy legislation. KPN retains the right to use name and address data from this database for commercial purposes, subject to the provisions of paragraph 8.1, unless Contracting Party explicitly requests that data provided by Contracting Party may not be used for these purposes.

**USE OF THE SERVICE**

**9.1** Contracting Party guarantees that the information provided via the Service is not insulting, racist, discriminatory or inflammatory in nature, that such information does not offend against common decency and that provision of such information via the Service does not constitute a breach of the legal rights of any third party. KPN has the final decision in this area. Contracting Party guarantees that the information provided via the Service does not constitute an infringement of any type on the rights of any third party.

**9.2** Contracting Party guarantees that the information provided via the Service, including applications, cannot be used to inflict damage to data, equipment or software owned by KPN or by any other party.

**9.3** Contracting Party guarantees that Contracting Party's Partners will also uphold the guarantees described in paragraphs 1, 2 and 3 of this article.

**OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

**10.1** The Agreement in no way implies a transfer of any type whatsoever of ownership of physical property or software used by KPN to execute the Service, nor does it imply a transfer of any intellectual property rights related to that physical property or software.

**10.2** Intellectual property rights related to data compiled in the context of the Agreement, including reports, recommendations and documentation, remain the sole property of KPN. Contracting Party has the non/exclusive right to use such data, but only for the purposes for which they are provided to Contracting Party by KPN.

**10.3** Contracting Party must immediately inform third parties who plan to exercise rights related to the data described in paragraph 10.2 or who plan to take action of any type in relation to such data, including seizure, of KPN's rights to such data. Contracting Party must also inform KPN of such plans on the part of third parties.

**FEES**

**11.1** All fees that Contracting Party is responsible for paying to KPN will be increased by the applicable legal taxes and levies.

**11.2** KPN retains the right to increase the fees associated with the Agreement. Contracting Party has the right to terminate the Agreement as from the effective date of fee changes in cases in which the fee changes result in a demonstrably unreasonable burden on Contracting Party. Contracting Party must inform KPN of intent to terminate this agreement, including Contracting Party's reasons for requesting termination, based on the provisions of this article within 21 days of publication of the fee changes.

**11.3** KPN retains the right to claim payment for the Service agreed between KPN and Contracting Party in the Agreement in cases in which KPN agrees to make changes to the Service at the request of Contracting Party.

**11.4** A cancellation policy can be included in the Agreement. To invoke the provisions of the cancellation policy, Contracting Party must provide KPN with notice of cancellation at least one hour prior to the agreed start time. If KPN is not notified by this time, the normal fees will be charged for the Service, whether they are actually used or not.

**PAYMENT**

**12.1** KPN will charge Contracting Party for amounts due and payable via an invoice. Payment of the invoice must be made via the bank or giro account stipulated by KPN, within the period specified on the invoice. If a payment period is not mentioned on the invoice, payment must be received by KPN within 21 days of the invoice date. The payment date is the date on which KPN receives the payment.

**12.2** In cases involving late payments, KPN will notify Contracting Party of the fact that the payment is late, specifying a grace period within which the late payment must be received by KPN. If the invoice is not paid by the end of this grace period, Contracting Party will be considered in default, without notification of default. Contracting Party is responsible for payment of legal interest over the late payment, from the moment that Contracting Party is in default to the moment at which payment is made, plus any collection costs that may be incurred by KPN, without prejudice to the right of KPN to submit claims for the total actual damages incurred.

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**12.3** Contracting Party is responsible for payment of all costs incurred for the collection of amounts due and payable by Contracting Party, including legal and ex-legal costs.

**12.4** Payments that cannot be traced to an individual invoice will be applied to the oldest unpaid invoice sent to Contracting Party for use of the Service.

**12.5** Objections on the part of Contracting Party to invoices must be submitted to KPN within 14 days of the invoice date. Objections to invoices do not imply the right to postpone payment.

**12.6** Contracting Party does not have the right to settle invoices against other claims against KPN, regardless of the type of claim.

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## 13

### LIABILITY

**13.1** KPN is not liable for direct or indirect damages incurred by Contracting Party in the context of this Agreement due to inadequacies on the part of KPN in execution of the provisions of the Agreement, except in the following cases, in which the liability of KPN for reimbursement of damages is limited to the amounts mentioned below:

**13.2** In cases in which the performance of activities by KPN results in damage attributable to KPN to property of Contracting Party, KPN will reimburse repair and replacement costs to a maximum of € 500,000.-- per incident;

**13.3** In cases in which the performance of activities by KPN results in death or bodily injury attributable to KPN, KPN will reimburse the associated damages to a maximum of € 500,000.-- per incident.

**13.4** Contracting Party indemnifies KPN against claims submitted by third parties for damages, except for damages for which KPN is liable under the provisions of paragraph 13.1.

**13.5** Notification of damages as described in this article must be reported to KPN in writing as quickly as possible, but no later than four weeks after the incident from which the damages arise. Damages that are not reported within this period will not be reimbursed by KPN, unless Contracting Party is able to prove that Contracting Party could not reasonably be expected to report the damage within this period.

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### TERMINATION OF THE AGREEMENT

Without prejudice to provisions related to termination stipulated by law, either party to the Agreement has the right to immediately terminate the Agreement, in whole or in part, prematurely without legal intervention and without prior notice under the following conditions:

**a** the other party requests or is granted a moratorium of payment;

**b** the other party is declared bankrupt or a bankruptcy petition is submitted by or on behalf of the other party.

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## 15

### ADDITIONAL CONDITIONS

**15.1** KPN retains the right to change these General Conditions and to apply changes to these General Conditions to the existing Agreement.

**15.2** Changes made by KPN to the existing Agreement take effect on the date mentioned in the written notification of change. If Contracting Party does not wish to accept the changed General Conditions because they place an unreasonable burden on Contracting Party, Contracting Party may immediately terminate the Agreement within 21 days of the notification date by submitting notice of intent to terminate the Agreement to KPN, including Contracting Party's reasons for terminating the Agreement.

**15.3** An inability on the part of either party to this Agreement to comply with a single article of the General Conditions that apply to the Agreement does not automatically imply that the other party is released from compliance with these General Conditions.

**15.4** The Agreement is subject to Dutch law.

**15.5** Any conflicts related to this Agreement will be submitted to the court with proper jurisdiction in The Hague.

**15.6** In cases involving differences in interpretation between the original Dutch text of these General Conditions and the English translation, the Dutch text takes precedence and will be considered binding.

