

General Terms and Conditions of IoT unlimited B.V.  
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Correspondence address: PO Box 496, 2130 AL  
Hoofddorp

Lay-out

The General Terms and Conditions of IoT unlimited B.V.  
consist of four (4) sections.

**Section 1 General provisions**

The first section applies to all offers and agreements in which IoT unlimited B.V. provides products or services of any nature to a party, even if these products or services are not further described in the General Terms and Conditions.

**Section 2 Mobile communication services and additional services**

The second section only applies to offers and agreements for mobile telecommunication services and associated additional services of IoT unlimited B.V.

**Section 3 Provision of Products and Services not being internet services, mobile communication services and related additional services**

The third section only applies to offers and agreements in which IoT unlimited B.V. supplies products and provides services of IoT unlimited B.V. relating to these products such as installation, repair, maintenance, advice and inspection.

**Section 4 Internet services**

The fourth section applies to the internet services offered by IoT unlimited B.V.

**PLEASE NOTE!**

If and to the extent that provisions in sections 2.3 and 4 differ from or are in contravention of the provisions in section 1, the provisions in section 2.3 and/or 4 will prevail.

## SECTION 1: GENERAL PROVISIONS

### Clause 1 Definitions

For the purposes of this section the following concepts have the meaning indicated below. These concepts also apply to the other sections, insofar as there are no deviations from the concepts below in these other sections.

1. **Consumer:** A natural person acting in the course of a profession or a business.
2. **Contracting Party:** The counterparty of IoT unlimited B.V. who has been provided with an offer, who has been given a quotation, whose assignment has been accepted and/or with whom an Agreement has been entered into.
3. **Service(s):** All acts by which IoT unlimited B.V. is or may be useful to a Contracting Party including a mobile telecommunication service and associated additional services, internet services and the installation, repair, maintenance, advice and inspection of Products.
4. **IoT unlimited:** The private company with limited liability IoT unlimited B.V., with its registered office according to its Articles of Association in Amsterdam.
5. **Agreement:** Every agreement made between IoT unlimited and the Contracting Party, any change or supplement to it as well as all (legal) acts for the preparation and execution of that agreement.
6. **Product(s):** All items forming the subject of an Agreement (if any).
7. **Website:** The Website van IoT unlimited at the location [www.iot-unlimited.com](http://www.iot-unlimited.com).
8. **Working Days:** Mondays to Fridays, with the exception of official public holidays in the Netherlands.

### Section 2 Lay-out

The General Terms and Conditions in this section are divided into two chapters. The first chapter applies to all offers and Agreements in which IoT unlimited offers and/or provides Products or Services to a Contracting Party. The second chapter relates to the use of the Website of IoT unlimited. If and to the extent that a provision in chapter 1 is in contravention of a provision in chapter 2, the provision in chapter 2 will prevail.

### Chapter 1 General provisions

#### Clause 3 Applicability

1. These General Terms and Conditions apply to offers and Agreements in which IoT unlimited provides Products or Services of any nature to a Contracting Party, even if these Products or Services are not further described in these General Terms and Conditions.
2. Any general conditions of a Contracting Party (howsoever called) will never be applicable.
3. Provisions deviating from these General Terms and Conditions only apply if and insofar as IoT unlimited has accepted and confirmed those deviations in writing.

4. Additional general conditions may apply to specific offers, which conditions will be communicated and declared applicable by IoT unlimited in advance.
5. IoT unlimited will at all times be entitled to amend these General Terms and Conditions. The amendment will become effective two weeks after being announced unless a different statutory period is required, which will then be applied. An amendment to the General Terms and Conditions is also effective on agreements already existing to which these General Terms and Conditions have been declared applicable.
6. If any provision of these General Terms and Conditions is invalid or is annulled, the other provisions of these General Terms and Conditions will remain fully effective and IoT unlimited and the Contracting Party will enter into consultation in order to agree new provisions to replace the invalid or annulled provisions, taking into account as much as possible the purpose and purport of the invalid or annulled provisions.

#### Clause 4 Offer/quotation

1. An offer or quotation does not bind IoT unlimited and only serves as an invitation to place an order. The quality standards, models, sizes, colours, weight specifications etc. stated in the quotation are approximates.
2. All data included in the documentation, printed matter and brochures of IoT unlimited, such as prices and specifications, are without obligation and subject to change.
3. All prices, rates and amounts mentioned by IoT unlimited are excluding turnover tax (VAT). The prices are also - insofar as is applicable - excluding disposal charges, the costs of: packaging, transportation, import and export duties and excise, fitting, shipping and administration. All other levies or taxes imposed or levied in respect of the Products or Services or in respect of the transport of the Products are at the expense of the Contracting Party.
4. If, after the formation, but before the (full) performance of the Agreement, one or more price-determining factors increase, such as wage costs, raw material and material prices, exchange rates, disposal charges, levies and/or taxes, IoT unlimited will be entitled to adjust the price accordingly.
5. Before implementing the Agreement or continuing with the fulfilment of the Agreement IoT unlimited is always entitled to require sufficient security at its discretion - for example a down payment or a bank guarantee - for the fulfilment of the (payment) obligations of the Contracting Party, even if this means that periods and/or deadlines are exceeded.
6. A refusal by the Contracting Party to furnish the required security, will give IoT unlimited the right to dissolve the Agreement by issuing a written statement, notwithstanding the right of IoT unlimited to compensation for all direct and/or indirect damage which it suffers as a result.
7. If and as soon as the Contracting Party exceeds the credit limit set by IoT unlimited, or if the deadline or limit is exceeded, IoT unlimited has the right to dissolve the Agreement by issuing a written statement, notwithstanding the right of IoT unlimited to compensation for all direct and/or indirect damage that it suffers as a result.

8. A dissolution pursuant to the provisions in this Clause does not discharge the Contracting Party from its obligation to pay for the services/Services performed and/or Products supplied until the date of the dissolution.

#### **Clause 5 Agreement, order confirmation, exchange and joint and several liability**

1. In the event of a (verbal or written) order by the Contracting Party to IoT unlimited this constitutes an Agreement if its acceptance by IoT unlimited has been confirmed in writing.
2. The Contracting Party verifies the order confirmation/Agreement immediately after it has been received. If the Contracting Party establishes any defects - in the broadest sense of the word - it should notify IoT unlimited of this detailed in writing within eight (8) days. Violation of this verification and/or reporting obligation will lead to the forfeiture of any right to complain with regard to the accuracy of the order confirmation/Agreement.
3. Amendments and supplements to any provision in the Agreement will only be valid if and insofar as they have been laid down in writing by IoT unlimited and only relate to the respective Agreement.
4. Without the prior written consent of IoT unlimited the Contracting Party cannot transfer its rights and obligations under any Agreement to any third parties.
5. If the Agreement has been entered into with at least two (2) Contracting Parties, they will be jointly and severally liable for the full fulfilment thereof.
6. If the Agreement has been entered into with a view to the performance by one specific person, IoT unlimited will at all times be entitled to replace this person by one or more other persons with the same qualifications: Sections 7:400 up to and including 7:412 of the Dutch Civil Code are not applicable.
7. IoT unlimited is not obliged to exchange equipment, software, know-how and/or networks of the Contracting Party. IoT unlimited does not accept any more far-reaching collection obligation than legally prescribed in the Decree on the disposal of white and brown goods when these General Terms and Conditions were drawn up.

#### **Clause 6 Price changes**

1. IoT unlimited is entitled to change the rates.
2. The Contracting Party is obliged to accept a change of rates if they are in line with the market. The Contracting Party must also accept a rate adjustment unless this exceeds the increase in the general price level.
3. The changes become effective two weeks after the announcement, or at a later date specified in the announcement, unless a different statutory period is required, which will then be applied.
4. If IoT unlimited implements a price change that on balance entails an increase for the Contracting Party and this change is not in line with the market and exceeds the increase in the general price level, the Contracting Party can terminate the Agreement on that basis.
5. Subject to the provisions set out in paragraph 6 any amendments to the General Terms and Conditions are also effective on agreements already existing to which these General Terms and Conditions have been declared applicable.

6. If a Contracting Party does not wish to accept a change in the rates, as described in paragraph 4 of this Clause, which relates to a Service it has purchased, the Contracting Party can terminate the Agreement with regard to that Service in writing with effect from the date on which the new conditions or rates come into effect. But the Contracting Party does have to make it plausible that the change also entails in actual fact a price increase as meant in paragraph 4 of this Clause. The notice of termination in writing must have been received by IoT unlimited before the effective date of the change.

#### **Clause 7 Changes to the Agreement; additional work**

1. All costs of a change to (parts of) the Agreement proposed by the Contracting Party and accepted in writing by IoT unlimited, will be charged by IoT unlimited to the Contracting Party and are payable by the Contracting Party. IoT unlimited will never be obliged to honour a request to change the Agreement and/or for additional work; IoT unlimited may require that a separate Agreement will be entered into.
2. The Contracting Party accepts that due to the changes as meant in paragraph 1, the agreed or expected delivery time - in the broadest sense of the word - and the mutual responsibilities of the parties can be affected.

#### **Clause 8 Payment**

1. Unless otherwise agreed in writing, all amounts payable by the Contracting Party to IoT unlimited are to be paid via direct debit. The direct debit will be implemented seven (7) days after the provision of the Products or Services. The Contracting Party will provide the necessary cooperation in the realisation of the direct debit. Without the prior written consent of IoT unlimited the Contracting Party cannot change the direct debit realised.
2. If it has been agreed that the Contracting Party will pay the amounts payable by it by paying an invoice sent by IoT unlimited, the Contracting Party will pay the invoice within fourteen (14) days after the invoice date without any deduction or discount. The right of the Contracting Party to offset any claims on IoT unlimited, is explicitly excluded.
3. Payment of invoices sent by IoT unlimited shall take place to IoT unlimited into the bank account it has indicated. Payment, by whatever name, to employees of IoT unlimited is not allowed, has no discharging effect with regard to IoT unlimited and can never provide grounds for debt settlement or set-off.
4. The Contracting Party must notify IoT unlimited detailed in writing of any complaints about an invoice within eight (8) days after the invoice date. After this period complaints will no longer be dealt with and the Contracting Party will have forfeited its rights to complain.
5. If and insofar as a complaint has been found to be justified by IoT unlimited, this only suspends the payment obligation with regard to the disputed part.
6. If the Contracting Party has repeatedly submitted objections to the amounts it has been charged and the objections have proved to be unfounded, IoT unlimited can, if objections are submitted again, charge the investigation costs to be incurred to the Contracting Party in advance. IoT unlimited will inform the Contracting Party that it will use this power before an investigation has begun.

8. In the event of non-payment, late payment or incomplete payment of the amount it owes, the Contracting Party will be in default by operation of law as of the direct debit date onwards referred to in paragraph 1, or the due date of the respective invoice and will owe interest on the outstanding gross direct debit or invoice amount. This is the ECB refinancing interest increased by seven percentage points per month.

A part of a month is regarded as a full month.

9. The entire claim of IoT unlimited, however originated, even that part that has not yet been collected or not yet charged to an invoice, will immediately be due and payable in full:

- in the event of late payment of amounts payable by the Contracting Party;
- if the Contracting Party is declared bankrupt, applies for or obtains a moratorium, the statutory debt rescheduling scheme (WSNP) has been declared applicable to it, or a request for its application has been made;
- if the Contracting Party loses its legal personality, ceases its activities to a significant extent, or is dissolved or liquidated;
- if and as soon as any attachment is levied under IoT unlimited for the debts of the Contracting Party.

10. All costs incurred by or related to (extra) judicial collection of the claim are at the expense of the Contracting Party. All court costs and extra-judicial costs amount to fifteen percent (15%) of the (gross) amount to be collected with a minimum of €750 for each receivable to be collected.

#### **Clause 9 Relocation**

If the Contracting Party relocates and/or changes its invoice address, this Party should notify IoT unlimited in writing in advance of its new place of business and/or new invoice address as soon as possible.

#### **Clause 10 Agreements concluded electronically**

If and insofar as an Agreement between IoT unlimited and the Contracting Party is offered or concluded electronically (which in this context also includes by telephone or via the Website), the provisions of this Clause also apply.

1. The Agreement is exclusively concluded in the Dutch language.
2. General information about IoT unlimited as a provider of Services can be consulted on the Website or on another internet site to be designated by IoT unlimited, such as in this connection relevant registers on which IoT unlimited is registered, relevant permits to which IoT unlimited is subject and VAT identification numbers.
3. If data is entered electronically by or at the risk of the Contracting Party in order to conclude an Agreement, the Contracting Party guarantees the correctness of those data. IoT unlimited is not obliged to verify the accuracy of the data provided.

#### **Clause 11 Delivery period**

1. The delivery period specified by IoT unlimited is an approximate and does not constitute a deadline within the sense of Section 6:83 under a of the Dutch Civil Code.

2. A delivery period specified by IoT unlimited is based on the circumstances applicable to IoT unlimited at the time of the conclusion of the Agreement and, insofar as it is dependent on the performance of the Contracting Party or third parties, at the time when those performances are provided by the Contracting Party or third parties. This delivery period will be observed by IoT unlimited as much as possible.

3. Should the delivery period be exceeded, the Contracting Party will not be entitled to any compensation in this respect. Neither has the Contracting Party in that case any right to dissolution of the Agreement unless exceeding the delivery period is such that the Contracting Party cannot reasonably be required to maintain the respective part of the Agreement.

4. The delivery period will only commence as soon as IoT unlimited is in possession of all items, data and documents to be provided by the Contracting Party.

5. The Contracting Party is obliged to actually take receipt of the Product/Service within the agreed period, failing which it will owe IoT unlimited a penalty of ten percent (10%) of the principal sum, with a minimum of 250 Euro, notwithstanding any further rights accruing to IoT unlimited, including the right to full compensation and/or specific performance.

6. If no period for taking receipt of the Product/Service has been agreed, IoT unlimited will be authorised to impose the penalty referred to in paragraph 5 if and as soon as the Products or Services have not been taken receipt of by the Contracting Party within fourteen (14) days after IoT unlimited has requested it.

7. If in the situation referred to in paragraphs 5 and 6 IoT unlimited demands that taking receipt of the Products is fulfilled, the Products are deemed to have been taken receipt of by the Contracting Party, after which they will be stored by IoT unlimited at the risk of the Contracting Party. All costs associated with this storage will be charged by IoT unlimited to the Contracting Party and are payable by the Contracting Party.

8. The Contracting Party continues to owe the purchase price (in the case of Products) or the agreed fee (in the case of Services), plus the interest and costs and the penalty as stated in paragraph 5, less any net proceeds from the sale of the Products to that third party.

#### **Clause 12 Retention of title**

1. Ownership of the Products delivered to the Contracting Party by IoT unlimited will only pass to the Contracting Party when all the amounts owed by the Contracting Party to IoT unlimited, on whatever basis, however named and including interest and costs, have been fully paid to IoT unlimited.

2. The Contracting Party is not allowed to deliver (onwards), sell or encumber Products that are still unpaid, or to establish any restricted right on them or otherwise dispose of them in contravention of the retention of title.

3. If the Contracting Party is in default on the basis of Clause 17 paragraph 1 and/or paragraph 2, IoT unlimited will be entitled to take back everything that is subject to its retention of title without further notice of default, even if that requires disassembly. To this end the Contracting Party enables and authorises IoT unlimited to access the places where the delivered Product is situated.

4. The costs associated with exercising its retention of title will be charged by IoT unlimited to the Contracting Party and are payable by the Contracting Party.

5. If and for as long as IoT unlimited is the owner of the Products the Contracting Party will inform IoT unlimited in writing immediately the Products are or threaten to be seized or (any part of) the Products are otherwise claimed. Moreover, the Contracting Party will inform IoT unlimited at IoT unlimited's first request where the Products owned by IoT unlimited are situated.

6. Upon a seizure, (provisional) moratorium or bankruptcy of the Contracting Party the Contracting Party will immediately point out the (ownership) rights of IoT unlimited to the bailiff executing the seizure, or to the administrator or receiver. The Contracting Party guarantees to IoT unlimited that a seizure of the Products will be lifted forthwith.

7. If and insofar as the Contracting Party has not paid the price for the Products, the Contracting Party will be obliged at the first request of IoT unlimited to cooperate fully with the establishment of a right of pledge for IoT unlimited on all claims of the Contracting Party on third parties to whom the Contracting Party has resold the unpaid Products, without prejudice to all other rights of IoT unlimited.

#### **Clause 13 Liability and indemnity by the Contracting Party**

1. If the Contracting Party does not, does not in a timely manner or does not fully comply with one or more of its obligations towards IoT unlimited arising from the law, the Agreement and/or these General Terms and Conditions, the Contracting Party will always be obliged towards IoT unlimited, without any notice of default being required, to compensate it for all (indirect) damage that IoT unlimited suffers as a result. This provision does not affect the right of IoT unlimited to bring other claims against the Contracting Party (for example specific performance) and/or to take other legal measures (for example dissolution).

2. The Contracting Party is liable towards IoT unlimited for all direct and/or indirect damage inflicted on (the personnel of) IoT unlimited or on third parties, property of (the personnel of) IoT unlimited or of third parties, which direct and/or indirect damage is caused by (personnel of) the Contracting Party, third parties engaged by the Contracting Party and/or materials used by the Contracting Party or related thereto, or which direct and/or indirect damage is the result of or is related to an unsafe situation in the organisation of the Contracting Party.

3. The Contracting Party guarantees that no rights of third parties oppose the provision by or on the instructions of the Contracting Party to IoT unlimited of equipment, software or materials for the purpose of use, processing and/or repair. The Contracting Party indemnifies IoT unlimited against any action based on the allegation that such provision, use or processing infringes any right of third parties.

4. The Contracting Party indemnifies IoT unlimited against any claims by third parties due to the violation by the Contracting Party of:

- legal rules, including the General Data Protection Regulation and/or statutory retention periods;
- applicable regulations regarding import/export.

5. The Contracting Party indemnifies IoT unlimited against any claims by third parties for compensation of direct and/or indirect damage, costs and/or losses for which IoT unlimited accepts no liability on the basis of these general terms and conditions or otherwise.

6. The Contracting Party indemnifies IoT unlimited against claims by third parties, directly or indirectly related to the use of the Products and Services and will compensate IoT unlimited for all damage, including (legal) advisory costs, that IoT unlimited suffers as a result of such claims, unless the damage is caused by intent or gross negligence on the part of IoT unlimited.

7. IoT unlimited gives no guarantees and is not liable for the complete continuous availability and fault-free functioning of the Website. All images, drawings, data regarding weights, images, colours or other qualities included on the Website are only approximate. IoT unlimited is not liable for damage caused by the absence or inaccuracy or incompleteness of the information displayed on the Website.

8. If the Website contains a hyperlink (click-through) to the Website of third parties, IoT unlimited will not be liable for the content of such sites or for the software offered on these sites.

9. If IoT unlimited offers the possibility on its Website to download software, IoT unlimited does not guarantee the possible suitability of the software for a specific purpose, functionality or usability of this software, nor does IoT unlimited accept any liability for damage as a result of downloading, installing or using this software.

#### **Clause 14 Liability of IoT unlimited**

1. IoT unlimited is not liable for damage caused by or in connection with the Products and/or Services supplied except in the event that the damage is caused by intent or gross negligence on the part of IoT unlimited or its employees. In any case, the contractual and legal liability of IoT unlimited is at all times limited to the amount of (part of) the agreed price of the Product or Service in respect of which that liability has arisen.

2. IoT unlimited is not liable, neither on the basis of the law, nor under the Agreement, for any indirect or consequential damage suffered by the Contracting Party or a third party with regard to (the use of) the Products and/or the Services provided, including environmental damage and immaterial damage.

3. IoT unlimited is not liable for loss, damage or change to data and/or information of the Contracting Party, regardless of how this loss, damage and/or change is caused.

4. IoT unlimited is only liable for direct (personal injury and/or property) damage suffered by the Contracting Party, which direct (personal injury and/or property) damage is the direct and exclusive result of a shortcoming attributable to IoT unlimited, on the understanding that only direct (personal injury and/or property) damage is eligible for compensation for which IoT unlimited is insured, or which should reasonably have been insured - given the practices applicable in the sector -, without prejudice to the provisions of paragraph 1.

5. A condition for the existence of any right to compensation is always that after the damage has arisen the Contracting Party notifies this in detail in writing to IoT

unlimited as soon as reasonably possible and in any event within eight (8) days after the occurrence of the damage, .

6. IoT unlimited is not liable for damage if and insofar as the Contracting Party has not done what can reasonably be required of it to limit its damage.

7. If the Contracting Party uses a computer program that fully or partially independently/automatically visits a Website and obtains information, Products or Services from it, then all (legal) acts of the computer program will be attributed to the Contracting Party. In addition, the Contracting Party will be liable for all damage caused by the computer program.

#### **Clause 15 Force majeure on the part of IoT unlimited**

1. Force majeure on the part of IoT unlimited will suspend its obligations under the Agreement for as long as the force majeure lasts. This force majeure does not suspend the obligations of the Contracting Party.

2. Force majeure is understood to mean any circumstance independent of the will of IoT unlimited that temporarily or permanently prevents fulfilment of the Agreement and which should not be at the risk of IoT unlimited under the law, nor according to standards of reasonableness and fairness, as well as, insofar as not already included: obstacles caused by measures, laws or decisions of competent international or national (government) authorities, lack of raw materials, work strike, company lock-out, blockade, embargo, war, civil disturbance and similar situations, power failure, failure in (tele) communication lines, failures in connection with the internet, network failures, fire, explosion, water damage, flood, lightning strike and other natural disasters and calamities, as well as extensive illness of an epidemiological nature of personnel and any shortcoming of auxiliary persons and/or suppliers of IoT unlimited.

3. As soon as a force majeure situation occurs at IoT unlimited, it shall notify the Contracting Party of this unless this cannot reasonably be required of it considering the circumstances.

4. IoT unlimited shall also be entitled to invoke force majeure if the circumstance impeding (further) fulfilment commences after IoT unlimited should have fulfilled its obligation.

5. If IoT unlimited has already partially fulfilled its obligations at the onset of the force majeure situation, IoT unlimited is entitled to separately invoice that part that has already been performed. The Contracting Party is obliged to settle that invoice as if it related to a separate Agreement.

6. If it is established that the force majeure situation at IoT unlimited will last three (3) months, each of the parties will be entitled to terminate the Agreement prematurely without observing any notice period. Termination within the sense of this Clause must take place via a registered letter signed for delivery.

7. IoT unlimited accepts no liability for and is therefore not obliged to pay compensation for direct and/or indirect damage, costs and/or losses of or arisen at the Contracting Party and/or third parties, which direct and/or indirect damage is caused by or is in any way related to the force majeure situation on the part of IoT unlimited.

#### **Clause 16 The right of IoT unlimited to suspend performance**

1. IoT unlimited is entitled to (temporarily) suspend the delivery of a Product or a Service in whole or in part if the Contracting Party does not fulfil or threatens not to fulfil an obligation towards IoT unlimited, without IoT unlimited being obliged to pay any compensation towards the Contracting Party. This right of IoT unlimited to suspend performance is also applicable if because of this any periods - including delivery deadlines - are exceeded.

2. If IoT unlimited performs activities under the Agreement in the organisation of the Contracting Party, IoT unlimited will at all times be entitled to suspend these activities - even if this leads to periods being exceeded - for the time that (working) circumstances occur on site, which, in the opinion of IoT unlimited, entail risks with regard to the safety or health of its employees/auxiliary persons.

#### **Clause 17 Dissolution of the Agreement**

1. The Contracting Party not being a Consumer will be in default by operation of law if it violates any obligation under the Agreement and/or these General Terms and Conditions.

2. In the event of a default of the Contracting Party, IoT unlimited will have the right to unilaterally dissolve the Agreement in whole or in part without a notice of default and without judicial intervention, without IoT unlimited being obliged to pay any compensation and notwithstanding any other rights accruing to IoT unlimited, including the right to full compensation for all its direct and/or indirect damage. Dissolution of the Agreement must in this case take place via a registered letter signed for delivery.

3. In the event of a (provisional) moratorium, bankruptcy, closure or liquidation of (the business of) the Contracting Party, all Agreements will be dissolved by operation of law, unless IoT unlimited notifies within a reasonable time that it requires fulfilment of (part of) the Agreement.

4. The provisions in paragraphs 2 and 3 of this Clause do not affect the other rights of IoT unlimited by law and under the Agreement.

5. In case an event occurs as referred to in paragraph 2 or paragraph 3 of this Clause, all claims by IoT unlimited against the Contracting Party under the relevant Agreement (s) will become immediately and fully due and payable and IoT unlimited will be entitled to take back the relevant Products. In this connection IoT unlimited and its authorised representative(s) is/are entitled to access the sites and buildings of the Contracting Party in order to take possession of the Products. The Contracting Party will take all measures to give IoT unlimited the opportunity to exercise its rights.

6. If, at the time of the dissolution as referred to in this Clause, the Contracting Party has already received performance(s) in implementation of the Agreement, these performances and the associated payment obligation(s) will not be affected by undoing the Agreement. Amounts that IoT unlimited has invoiced before the Agreement is dissolved for what has already been performed and/or delivered in execution of the Agreement, remain fully payable, with due observance of the provisions in the previous sentence, and will become immediately due and payable at the moment the Agreement is dissolved.

### **Clause 18 Right of retention of title**

When IoT unlimited has items - including data and the results of processing - of the Contracting Party in its possession, it is entitled to retain them until the Contracting Party has fulfilled all its obligations towards IoT unlimited (both financial and otherwise and under any agreement whatsoever) or has provided sufficient security for this.

### **Clause 19 Secrecy and non-takeover clause**

1. The parties guarantee to each other that all information of a confidential nature exchanged in connection with and on entering into the Agreement will remain secret. Information will in any event be regarded as confidential if it is indicated as such by either party.
2. During the term of the Agreement, as well as for one (1) year after its termination, either party shall not employ (an) employee(s) of the other party, or have him/them who is/was or are/were involved in the performance of the order or Agreement work for itself otherwise, either directly or indirectly.

### **Clause 20 Complaints**

1. IoT unlimited will only handle complaints insofar as the complaints relate to IoT unlimited services and/or behaviour or actions of other Contracting Parties. Complaints with regard to an invoice must be submitted with due observance of the period stipulated in Clause 8 paragraph 4.
2. IoT unlimited makes every effort to handle complaints about the IoT unlimited services as well as possible and to improve the services of IoT unlimited. The Contracting Party must report the complaint, with a complete and clear description, to the customer service department within five (5) Working Days, preferably by e-mail. If possible, the complaint will be handled by IoT unlimited five (5) Working Days after receipt of the complaint. The Contracting Party will be informed of this, if possible, five (5) Working Days after receipt of the complaint. IoT unlimited will respond substantively in writing within 30 days of receipt of the complaint, unless this is not reasonably possible.
3. IoT unlimited makes every effort to handle complaints from the Contracting Party regarding actions or behaviour of other Contracting Parties as well as possible.
4. A submission of a complaint does not affect the other obligations of the Contracting Party.
5. If the complaint relates to wrongful actions by one or more Contracting Parties of IoT unlimited, which wrongful actions are related to the internet services offered by IoT unlimited (complaints about abuse or spam, for example), then the Contracting Party must submit the complaint within five (5) working days to IoT unlimited, accompanied by the relevant log data, including times and/or full headers and a clear description of the reason for the complaint.

### **Clause 21 Jurisdiction of the dispute committee and applicable law**

1. These General Terms and Conditions and all offers/quotations, orders, activities and agreements to which they are applicable are governed by Dutch law.
2. All disputes arising as a result of the offer/quotation, the order and/or the Agreement or a further Agreement to which these General Terms and Conditions apply, will be

settled exclusively by the competent court in the district in which IoT unlimited has its place of business.

### Chapter 2 Use of the IoT unlimited website

#### **Clause 22 Use of the Website**

1. The Contracting Party acknowledges that the intellectual property rights with regard to the Website rest with IoT unlimited, and that these rights (also) relate to logos, the design and the content. The Contracting Party is not allowed to use (parts of) the Website unless explicitly otherwise agreed.
2. Without the prior consent of IoT unlimited the Contracting Party is not permitted to copy, modify, reproduce, publish or distribute etc. the Website and its content (such as drawings, photos, texts, sound, etc.).
3. The Contracting Party is not allowed to use the Website in a way such that:
  - other internet users are inconvenienced by this;
  - the operation of the Website is obstructed;
  - information, functionality and/or software on the Website is affected.
4. IoT unlimited is entitled to (temporarily) block access to its Website, without prior notice and without being held liable. If the Contracting Party has stored data in any way whatsoever on the Website, IoT unlimited will not be liable for the loss of this data.
5. Notwithstanding the provisions of Clause 13 of these General Terms and Conditions, the Contracting Party is liable for the damage that IoT unlimited and/or a third party suffers as a result of unauthorised acts or omissions on the Website. The Contracting Party indemnifies IoT unlimited against any claims by third parties for compensation of damage as a result of an unauthorised act or omission on the website of IoT unlimited.

## SECTION 2 MOBILE COMMUNICATION SERVICES AND ADDITIONAL SERVICES

### Clause 23 Definitions

For the purposes of this section the following concepts have the meaning indicated below.

1. **Offer:** An offer for a Connection and/or Service with the associated usage options, rates and conditions.
2. **Connection:** The connection of a suitable Mobile Peripheral Device with one or more Mobile Telecommunication Services, Additional Services and/or Content Services
3. **Additional Service:** A Content Service provided by a Mobile Network (with the exception of Content Services of third parties) or a special telecommunication facility provided by a Mobile Network as part of a Mobile Telecommunications Service, which may relate to, among other things, the routing, connection set-up, storage or processing of data.
4. **Subscription:** The agreement between IoT unlimited and the Contracting Party with regard to a Connection.
5. **Content Service:** A service offered by a (supplier of a) Mobile network or a third party with the aid of a Mobile Telecommunications Service that may involve information, sound and/or image files as well as functionalities and software applications for the purpose of compiling, sending, receiving and consulting such information or electronic messages, as well as combinations of the foregoing, including news and discussion groups, MMS, and other Internet services. Excluded from this definition are SMS (text messages) or 0800 / 090x services.
6. **Contracting Party:** The party who has entered into an Agreement for a Connection with IoT unlimited.
7. **Data Service:** The mobile telecommunications service of IoT unlimited that allows data traffic to be handled to and from network termination points on a Mobile Network or other networks or systems to which a Mobile Network is directly or indirectly connected, with due observance of any technical standard with the help of which IoT offers unlimited data services.
8. **Service(s):** A Mobile Telecommunication Service and/or a Content Service and/or a Data Service and/or an Additional Service.
9. **End User:** The natural person who actually uses a Connection.
10. **Month:** A continuous period up to the same date in the next calendar month unless it arises from the context that a calendar month is meant.
11. **Mobile Network:** A set of technical facilities for mobile telecommunication that IoT unlimited uses for the provision of Services. IoT unlimited itself is not the owner of a network but purchases capacity for its Services from suppliers of Mobile Networks.
12. **Mobile Peripheral Device:** A mobile transmitting and/or receiving device, which as a peripheral device is suitable to be connected to a Mobile Network by means of a Connection.
13. **Mobile Telecommunication Service:** The Mobile Telephone Service, Data Service and/or another service offered by IoT unlimited and indicated as such.
14. **Mobile Telephone Service:** The mobile telecommunications service of IoT unlimited that enables telephone traffic to be handled to and from network termination points on the Mobile Network or other

telephone networks to which the Mobile Network is directly or indirectly connected.

15. **SIM card:** A chip card that, unless stated otherwise, is required for the use of a Connection.

16. **Traffic costs:** The fees payable by the Contracting Party which depend on the use of a Service and that consist of fees for the telecommunication traffic that has been created or otherwise realised.

### Clause 24 Lay-out

The General Terms and Conditions in this section are divided into chapters. The first chapter applies to every Connection or Service. The second chapter only applies if a Subscription has been agreed. The third chapter only applies if a Content Service has been agreed. If and to the extent that a provision in chapter 1 is in contravention of a provision in chapter 2 and/or 3, the provision in chapter 2 and/or 3 will prevail.

#### Chapter 1 General provisions

### Clause 25 Applicability

1. The general conditions in this chapter are applicable to every offer for and/or agreements with regard to Services and/or agreements arising from them.
2. If the Contracting Party is not the End User, this will not affect the Contracting Party's obligation to fulfil the Agreements.

### Clause 26 SIM cards

1. The Contracting Party of a Connection will receive a SIM card if this is necessary. The SIM card remains the property of IoT unlimited.
2. The Contracting Party must protect the SIM card against unauthorised use, theft or damage. The Contracting Party undertakes to keep the security codes secret and to keep them not on or in the immediate vicinity of the SIM card.
3. IoT unlimited is entitled to exchange a SIM card made available to the Contracting Party in connection with a change in technical properties, technical obsolescence of the respective SIM card or a change to another Mobile Network. IoT unlimited or one of the Mobile Networks with which IoT unlimited does business is also entitled to (remotely) change the technical properties or settings of a SIM card made available to the Contracting Party.
4. After termination of a subscription a SIM card must immediately be rendered unusable by the Contracting Party.

### Clause 27 Number assignment

1. For the purpose of a Connection, the Contracting Party must have one or more numbers. IoT unlimited will assign those numbers to the Contracting Party.
2. IoT unlimited is entitled to change a number in the event of changes to a national number plan, changes to the number allocation by the Dutch Authority for Consumers and Markets (previously the Independent Post and Telecommunications Authority) or another (foreign) authority, as well as changes to a Service and/or a Mobile Network or in other cases that require a number change in the opinion of IoT unlimited.
3. IoT unlimited will implement a number change pursuant to paragraph 4 no earlier than three (3) months after the

change has been announced, unless change is necessary sooner in the given circumstances at the discretion of IoT unlimited.

#### **Clause 28 Change in a Service or a mobile network**

1. The technical properties of a Mobile Telecommunications Service or of a Mobile Network can be unilaterally changed by IoT unlimited or by the supplier of a Mobile Network.
2. Where possible, IoT unlimited or the relevant supplier of the Mobile Network will try to implement the changes referred to in the first paragraph without restricting the options for use of the Contracting Party and the Mobile Peripherals he uses. If that is not possible and a change has reasonably foreseeable substantial financial consequences for the Contracting Party, the change will not take place earlier than three (3) months after it has been announced.
3. In connection with the termination, amendment or revocation of a license that is required for the construction and operation of a Mobile Network, a supplier of a Mobile Network may terminate or change the service provision in whole or in part. IoT unlimited will inform the Contracting Party of the Service that is being terminated about this no later than three (3) months in advance, unless this is not reasonably possible.
4. If a supplier of a Mobile Network terminates the provision of services pursuant to the previous paragraph, existing agreements for the respective Service(s) will end no later than the date on which the said provision of Services is terminated. In that case IoT unlimited will where possible offer a replacement Service to the Contracting Party.
5. In addition to the provisions of the third paragraph, IoT unlimited or a supplier of a Mobile Network is entitled to terminate or change (an Offer of) a Mobile Telecommunication Service, with due observance of a notice period of at least three (3) months, if operational, technical or commercial reasons make this necessary. The provisions of paragraph 4 shall apply accordingly in this respect.
6. IoT unlimited or a supplier of a Mobile Network is also entitled to terminate or change (an Offer of) an Additional Service, with due observance of a notice period of at least one Month, if operational, technical or economic reasons or the latest requirements make this necessary.
7. Due to the fact that IoT unlimited itself does not own a network but purchases capacity for its Services from suppliers of Mobile Networks, IoT unlimited is therefore not responsible and/or liable for the maintenance of a Mobile Network including associated technology, licenses and broadcasting authorisations.

#### **Clause 29 Use**

1. In mobile telecommunications, all or part of the data transport takes place over the air. The Contracting Party accepts that the transported data can be collected by others than those for whom they are intended. The Mobile Networks will apply or support techniques within the technical standards of the Mobile Networks used that make it difficult for third parties to consult transmitted data.

2. A Connection may only be used in combination with a Mobile Peripheral Device that meets the applicable legal requirements in force. The consequences of the use of devices which do not meet these requirements, including any financial consequences, are at the expense and risk of the Contracting Party. Mobile Peripheral Devices may differ in functionalities, which may have consequences for the possible uses of Services, in particular of Content Services.
3. The Contracting Party indemnifies IoT unlimited against costs, damage and claims in connection with the use made of its Connection, even if this happens without his consent or knowledge. All realised Traffic Costs and other costs arising from the use of the Connection are at his expense with due observance of Clause 33.
4. It is not allowed to use a Connection and/or Services, for instance by performing acts, by having or allowing them to be performed:
  - a) which, contrary to the intention of the Service, limit the amounts payable to IoT unlimited;
  - b) as a result of which faults in Services, Mobile Networks and/or other (computer) networks or telecommunication infrastructures are or can be caused, or in respect of which nuisance or unforeseen use is caused;
  - c) as a result of which third parties are harassed or threatened or their privacy violated in any other way.
5. If telecommunication traffic is hindered by the use of a Service or connected Mobile Peripheral Devices, the Contracting Party will be obliged to comply with the regulations to be issued by IoT unlimited and to accept the associated financial consequences. If this is necessary in the opinion of IoT unlimited, IoT unlimited can, if necessary, immediately (temporarily) partially or completely disable the Connection, whether or not in relation to a specific Service.
6. The Contracting Party can make use of the option to use his Connection, possibly with regard to certain Services, in another country (so-called international roaming) in cases where IoT unlimited or a supplier of the Mobile Network concerned has indicated this. These options and the associated rates and conditions may differ per Offer. The contracting party can make use of the services of the relevant foreign provider, with due observance of the usage options, quality features and regulations offered by that provider. IoT unlimited or one of the Mobile Networks with which IoT unlimited does business is entitled to make changes in the areas and providers where this option can be used, as well as in the services offered. IoT unlimited does not accept any liability with regard to the quality of the services of that provider.

#### **Clause 30: SMS (text message)**

1. The Contracting Party guarantees that large quantities of unsolicited SMS messages with the same or comparable content are not sent via its Connection, or that unsolicited and unwanted SMS messages are sent to a Connection.
2. The contracting party may not perform any actions that lead to (the publication of) an SMS message, or use of an SMS message that is a punishable offence or wrongful towards IoT unlimited or third parties.
3. In addition to what is stipulated elsewhere in these General Terms and Conditions, IoT unlimited is entitled to (temporarily) block the Connection or the possibility of

sending SMS messages or to take other measures to prevent (further) dissemination of information, if:

- a) a Contracting Party acts or threatens to act in contravention of the provisions set out in paragraph 1 or paragraph 2; or
- b) this is notified to IoT unlimited by order of the Public Prosecutor's Service or another competent authority.

4. SMS messages can be limited in size or not (immediately) transported if this arises from the nature of the service, the technology used or the prevention of large quantities of unsolicited SMS messages.

#### **Clause 31: Quality level, maintenance and faults**

1. The Contracting Party acknowledges that with mobile telecommunications the possibilities for establishing connections and the quality and properties of connections cannot be the same at every place and at all times.
2. IoT unlimited makes every effort to ensure that the services run as smoothly as possible. However, it is technically impossible to prevent every fault or restriction with regard to the Service provision.
3. The Mobile Networks and Services are maintained by or on behalf of the suppliers of the Mobile Networks. For maintenance purposes a (part of a) Mobile Network may be temporarily put out of operation.
4. As soon as possible after Faults have been made known to IoT unlimited they will be reported to the suppliers of the Mobile Networks, investigated and resolved to the best of their ability.
5. The costs of investigating and repairing any fault are at the expense of IoT unlimited. These costs can be charged to the Contracting Party if the investigation shows that the fault is located in the Mobile Peripheral Device being used, or is the result of any act or omission by/of the Contracting Party or End User in violation of what has been agreed.

#### **Clause 32 Indemnification by the Contracting Party**

Without prejudice to the provisions of Clause 13, paragraph 6, the Contracting Party indemnifies IoT unlimited against any claims by third parties for compensation of damage that these third parties could recover from IoT unlimited in any way, which claim is based on the use made by the Contracting Party or an End User of the Services, in particular with regard to the content of information sent or requested by him, or by an End User, using a Service as well as any intellectual property rights thereon.

#### **Clause 33 Rates and fees**

1. The Contracting Party owes fees to IoT unlimited for the Services according to the rates determined by IoT unlimited. The amounts will be increased by VAT and any other levies imposed by the authorities.
2. The rates may consist of amounts payable only once, monthly or otherwise periodically payable, Traffic Costs and amounts payable for Additional Services. The rates will be announced by IoT unlimited including via its Website.
3. IoT unlimited may collect from the Contracting Party any fees payable for the use of Content Services of third parties on the instruction of these third parties. IoT unlimited guarantees that the Contracting Party by paying

these fees to IoT unlimited has been discharged with regard to that third party.

4. Insofar as monthly amounts owed to IoT unlimited for Services are not due over a full calendar month, 1/30 of the monthly amount will be charged for each day, unless explicitly otherwise stipulated in an Offer.
5. The data from IoT unlimited or from the suppliers of the Mobile Networks are decisive for determining the amounts due.
6. The rates for the use of a Connection, possibly with regard to certain Services, in another country (so-called international roaming) are not fixed. The Contracting Party can use the services of the relevant foreign provider, notwithstanding the possibility that the price differs from the rates of IoT unlimited.

#### **Clause 34 Suspension of the Service**

1. In the event of suspension, the obligation to pay the periodic fees as referred to in Clause 33 and the other fees payable will fully apply.
2. IoT unlimited is also entitled to proceed to a full or partial suspension:
  - a) without notice of default or notification, if the Contracting Party acts in violation of Clause 29 paragraph 2, 4 or 5, or the Contracting Party otherwise harms the interests of IoT unlimited or the suppliers of Mobile Networks in such a way that IoT unlimited cannot be required to maintain the Connection, whether or not with regard to specific Services; or
  - b) if the Contracting Party repeatedly makes nuisance calls or sends nuisance messages to third parties.
3. IoT unlimited may attach conditions to lifting the suspension, for example the reimbursement of reconnection costs.

#### **Clause 35 Privacy protection**

1. When providing the Services, suppliers of Mobile Networks may process data, including personal, traffic and location data of a Contracting Party (or End User), with due observance of the applicable laws and regulations regarding the protection of privacy.
2. IoT unlimited can process the data referred to in the first paragraph for commercial, idealistic and charitable purposes, including market research, marketing and sales activities, assessment of creditworthiness, combating fraud, taking into account the purposes applicable to the relevant processing and options for objection, as further specified in the privacy statement to be used by IoT unlimited or any comparable document.
3. IoT unlimited will comply with legal obligations to provide data, such as in the context of a criminal investigation, and will cooperate with legally issued orders for interception.
4. If the Contracting Party has indicated to IoT unlimited that it wishes to make use of this, IoT unlimited can make personal data available to providers of paper and electronic telephone directories and subscriber information services for the purpose of publishing such guides and subscriber information services. IoT unlimited cannot guarantee the correctness, completeness and legality of the data provided by a Contracting Party or published by such a provider.
5. IoT unlimited is entitled, whether or not in collaboration with other providers of public telecommunication services,

to create a file of Contracting Parties whose Connection has been discontinued on the basis of the provisions of Clause 16 and/or Clause 34 or an agreement has been terminated pursuant to Clause 17 and/or Clause 43. This file is intended to be used by IoT unlimited and these other providers in the context of the acceptance of requests for telecommunication services. The Contracting Party can inquire with the person responsible for this file whether he is included in such a file and how he has been included in that case. If the Contracting Party objects to the way in which he is included, he will be able to lodge an objection to it.

#### **Clause 36 Data provision**

The Contracting Party is obliged to provide IoT unlimited with the data that IoT unlimited needs for the maintenance or proper functioning of a Service, including information about Mobile Peripheral Devices connected or to be connected. IoT unlimited will observe confidentiality with regard to all information it obtains from the Contracting Party, of which it can infer its confidentiality from the nature of the information.

### Chapter 2 Subscriptions

#### **Clause 37 Formation of the agreement for a Subscription**

1. A Subscription is created as described in Clause 5, this Clause, as well as, in the event of electronic creation, in accordance with the provisions of Clause 10. A Subscription is applied for by completing and signing a form intended for this purpose, unless the applicant has indicated that he/she wishes to apply for the Subscription in another way (for example by telephone, by fax, by email or via the webshop).
2. At the request of IoT unlimited, the applicant must identify himself in a manner to be indicated, as well as provide other information required for the assessment of the application by IoT unlimited.
3. In the case of an application (partly) on behalf of another natural person or on behalf of a legal entity or company, the representative must identify himself, at the request of IoT unlimited in a manner to be indicated by it and demonstrate his representative authority, where possible by means of a recent extract from a register kept at a Chamber of Commerce.
4. The application is considered as an irrevocable offer of the Contracting Party to purchase a Connection.
5. In connection with the application IoT unlimited can perform a risk assessment, in which it can, among other things, verify the creditworthiness of the (potential) Contracting Party. The application can be rejected by IoT unlimited without stating the reasons.
6. Unless otherwise indicated IoT unlimited will inform the applicant whether the application has been accepted. The agreement is formed on the date on which IoT unlimited confirmed to the Contracting Party that the application has been accepted.
7. If in anticipation of a Subscription a Service is provided or a Product has been delivered, this constitutes a conditional acceptance. IoT unlimited will then be entitled to refuse the application or terminate the Subscription or stipulate further conditions for a Subscription. The applicant will then owe periodic fees for the period that the Services and/or the Products were used.

#### **Clause 38 Connection and change of Subscriptions**

1. The Connection will be taken care of as soon as possible after the creation of the Subscription unless otherwise agreed. If it is not reasonably possible for IoT unlimited to provide the Connection within two (2) Working Days, a further period will be agreed with the Contracting Party.
2. If the Contracting Party establishes or suspects that defects occurred in the Connection, he has to inform IoT unlimited of this as soon as possible. IoT unlimited will remedy the defects as soon as possible.
3. The provisions in the previous paragraphs apply accordingly to the change of an agreement, unless different periods or procedures for this have been notified.
4. If during the minimum duration, as referred to in Clause 42, the Contracting Party wishes to change his Subscription in order to stipulate a lower monthly fee, the Contracting Party will continue to owe the highest monthly fee during the minimum duration, unless otherwise agreed.

#### **Clause 39 Theft and loss**

1. In the event of theft, loss, or (suspected) use against the will of the Contracting Party of a SIM card or associated security codes, the Contracting Party can block the Subscription via the IoT unlimited website. This will be blocked as soon as possible. It is possible to report this 7 days a week. A request for blocking must be submitted to IoT unlimited immediately after the discovery of the theft, loss or use against the will of the Contracting Party.
2. The Contracting Party owes the usage-related fees until the Subscription is blocked in accordance with the previous paragraph. Periodic amounts payable for the Subscription and Additional Services, however, remain payable for the entire minimum duration of the respective agreement.
3. The blocking as meant in the first paragraph can be lifted at the request of the Contracting Party. Fees may be charged for this. Blocking can mean that certain settings or data with regard to the Connection may get lost.

#### **Clause 40 Payments**

1. Insofar as not otherwise provided for in an Offer, one-off and periodic fees are payable from the date on which the Subscription is effective.
2. IoT unlimited is entitled to demand payment in advance for payable one-off and periodic fees. Different payment conditions may be agreed for specific Offers.
3. Unless another method of invoicing has been agreed, IoT unlimited will charge all amounts payable in connection with a Subscription (including fees for Services, for Products delivered and for Content Services of third parties) by means of invoices to the Contracting Party. If it has been agreed that the invoices will be sent to one or more third parties or to different addresses, the Contracting Party remains liable towards IoT unlimited for correct payment and the provisions of these General Terms and Conditions will be fully applicable to the Contracting Party.
4. Invoices are sent periodically, in which different periods can be applied to different Offers. In special circumstances (such as for exceptional high amounts for usage-related fees in a limited period) interim payment may be demanded.

5. The Contracting Party can indicate in which of the methods offered by IoT unlimited he wishes to have his invoice specified or received. A fee may be required for a specification that deviates from the standard specification or for a different method of receipt, according to rates announced to this end.

#### **Clause 41 Security**

1. If at any time on the basis of facts or circumstances there can be reasonable doubt whether the Contracting Party (or the applicant as referred to in Clause 37) will meet his payment obligations, or if it owes above average amounts for usage-related fees in a limited period of time, or if he does not have a permanent domicile, residence or place of business in the Netherlands, IoT unlimited will be entitled to demand either a suretyship or a bank guarantee, or to demand a deposit from the Contracting Party (or applicant).
2. The amount of the provisions in the first paragraph will not exceed the amount that the Contracting Party will reasonably owe over a period of twelve (12) months. A longer period of time may be applied to Connections with a minimum duration of over one year.
3. As soon as the need for security is no longer present, IoT unlimited will announce that the suretyship or the bank guarantee will lapse or that the deposit, plus any interest, as referred to in paragraph 4, will be repaid.
4. No interest will be reimbursed on the deposit for the first year after its payment. If the deposit remains with IoT unlimited for more than one year, annual interest will be paid over the entire period, the percentage of which is equal to that of the statutory interest as meant in Section 6: 119 of the Dutch Civil Code.
5. In the event that a Contracting Party owes above-average amounts for usage-related fees in a limited period, IoT unlimited will also be entitled (but not obliged) to block the Subscription or Services to which above-average rates apply, until the Contracting Party has proceeded to pay or has provided security in accordance with this Clause. Where it is reasonably possible IoT unlimited will inform the Contracting Party of this in advance.

#### **Clause 42 Duration of a Subscription**

1. The Subscription is taken out for an indefinite period of time. If and insofar this has been agreed a minimum duration will apply to Mobile Telecommunication Services and Additional Services.
2. If it is necessary for an Additional Service that another Service is also purchased, the minimum duration of this other Service will be extended by purchasing the Additional Service until the end of the minimum duration of that Additional Service. At the end of that minimum duration, the Additional Service will in any case terminate at the moment at which the other Service (necessary for it) ends.
3. Notwithstanding the provisions in paragraph 2 a Service can be terminated by the Contracting Party as from and after its minimum duration has lapsed. The Contracting Party must observe a notice period of three (3) months. Termination must take place in writing unless the Contracting Party has expressed the wish to terminate the Service in any other way (for instance by phone). In the event of a written termination the notice period will only

commence on the day on which IoT unlimited has received the notice of termination.

4. If the termination does not take place in writing, IoT unlimited will confirm the termination in writing. The act of termination is only definitive after it has been confirmed in writing by IoT unlimited. The termination date indicated in the confirmation sent by IoT unlimited is to be considered as the termination date. The agreement will end if all Services belonging to the Subscription have ended.
5. Termination of a Service during a minimum duration is only possible if the Contracting Party died during that minimum duration, if a situation occurs as meant in Clause 28, paragraph 4 or if IoT unlimited implements a price change resulting in the Subscription being able to be terminated with due observance of Clause 6.

#### **Clause 43 Dissolution of the Subscription**

1. Notwithstanding the provisions of Clause 17, IoT unlimited is entitled to terminate the Subscription with immediate effect if the Contracting Party is placed under guardianship, without IoT unlimited being obliged to pay any compensation and without prejudice to any other rights accruing to IoT unlimited, including the right to full compensation of all its direct and/or indirect damage. At the request of the curator or administrator, IoT unlimited can nevertheless decide to maintain the agreement if sufficient security is provided in accordance with Clause 41.
2. If IoT unlimited dissolves the agreement during the applicable minimum duration, the Contracting Party remains obliged to pay the periodic fees referred to in Clause 33 for the Services he has purchased over the remaining period of the minimum duration.

### Chapter 3 Content Services

#### **Clause 44 Obligations of the Contracting Party and indemnity**

1. The Contracting Party guarantees that he has the intellectual property rights and rights of use which are required for the use of a Content Service.
2. The contracting party will not perform or omit any actions which it knows or should reasonably have known would lead to a content or disclosure of a message or information, or use of a Content service, which is a punishable offence or wrongful towards IoT unlimited or third parties.
3. In applying paragraph 2 the Contracting Party guarantees that both he as well as the End User observes the regulations set out below:
  - a) The Contracting Party shall not spread any (computer) viruses or abuse access privileges.
  - b) The Contracting Party will not break through protections or intentionally stagnate devices that are directly or indirectly connected to a Mobile Network or make any attempt to do so.
  - c) The contracting party will not change the data of a third party or render it unusable without the latter's permission, nor add data to data of a third party without permission from this third party.
  - d) The Contracting Party will not send large quantities of unsolicited messages with the same or similar content or

make public large amounts of information with the same or similar content.

e) The Contracting Party will not impersonate another person (in a misleading way), for example by using an address, with which he identifies himself as the sender of a specific message of a third party without the latter's consent.

f) The Contracting Party guarantees the use of a Content Service in or from other countries in accordance with the laws and regulations applicable there.

g) If and insofar as it has been made known that it is not permitted to forward to third parties or otherwise distribute a Content Service, or messages or information received or stored, the Contracting Party will refrain from doing so.

h) The Contracting Party will comply with and regularly consult any additions to these regulations, such as issued by IoT unlimited and the suppliers of the Mobile Networks.

4. Any act or omission in violation of the regulations as referred to in paragraphs 2 and 3 of this Clause, is considered to be a use of a Content Service for which the Contracting Party is liable in accordance with the provisions in Clause 13 and must indemnify IoT unlimited. The indemnity also relates to claims by a third party.

#### **Clause 45 Access codes**

1. For the purposes of access to or use of Content Services or for payment of fees payable for Content Services which are collected by IoT unlimited (whether or not on behalf of third parties) access codes may be used in the form of symbols, letters and/or numbers. These access codes are provided by the suppliers of the Mobile Networks unless it is indicated that the Contracting Party can choose them himself. These access codes do not include the codes meant in Clause 26 paragraph 2, or the numbers meant in Clause 27.

2. The Contracting Party is responsible for the storage and security of access codes and indemnifies IoT unlimited and the Mobile Networks with which IoT unlimited cooperates, against damage, costs and claims in connection with any use of the access codes by himself or by third parties.

3. The Contracting Party must immediately notify IoT unlimited if he is aware of unauthorised use of his access code or if he seriously suspects it. The Contracting Party may also request IoT unlimited to block an access code if and insofar as this has been indicated in a specific Offer.

4. If IoT unlimited or the provider of a Mobile Network is aware of unauthorised use of an access code, it will be entitled to block the access code, so that it can no longer be used.

#### **Clause 46 Delivery and maintenance of Content Services**

1. IoT unlimited and the providers of the Mobile Networks are entitled to impose restrictions with regard to the nature and scope of the use of a Content service, resulting from technology used for the Content Service, the nature of the Content Service or the Mobile Peripheral Devices used by the Contracting Party. These restrictions will be indicated by IoT unlimited in connection with an Offer or otherwise. In this context IoT unlimited will in any event be entitled to:

a) restrict data traffic being realised or information exchanged in connection with the use of a Content Service

or not have this (immediately) transported if this arises from the nature of the Service or the technology used.

b) impose restrictions on the storage, sending or receiving options of messages or information of or for the Contracting Party;

c) not transport messages intended for the Contracting Party in connection with preventing large quantities of simultaneously sent messages which it is likely that they have not been requested by the Contracting Party.

2. In addition to the provisions of Clause 16 and Clause 34, IoT unlimited reserves the right to (temporarily) block the Connection or the accessibility of a Content Service or to take measures to prevent (further) dissemination of information or messages or to prevent accessibility or the use of a Content Service, if:

a) the Contracting Party acts in contravention of the provisions in Clause 44, paragraphs 2 and 3; or

b) this is communicated to IoT unlimited or the Mobile Networks with which IoT unlimited cooperates, on the order of a competent authority.

3. The Contracting Party is responsible for the storing and protecting against unauthorised use by third parties of usernames or addresses assigned to or chosen by him. Clause 45 paragraphs 2, 3 and 4 apply accordingly. IoT unlimited or the Mobile Networks with which IoT unlimited cooperates are also entitled to change these usernames or addresses if this is necessary for technical or operational reasons. In that situation IoT unlimited will inform the Contracting Party within good time.

#### **Clause 47 Other provisions for Content Services**

1. In addition to what is stipulated in chapter 1 of these General Terms and Conditions, the following applies in particular with regard to Content Services, given the nature of the Services and the technology used:

a) IoT unlimited does not guarantee the success of transactions that are (partly) performed by using a Content Service.

b) IoT unlimited does not guarantee the consequences of the storage of messages or information by the Contracting Party, whether or not in or with the aid of the memory of its Mobile Peripheral Device, in particular with regard to the possible automatic generation of data traffic or to automatic forwarding, changing or losing data stored by the Contracting Party.

2. In view of the nature of the Services and the technology used, IoT unlimited also points out to the Contracting Party that:

a) it is possible that (some parts of) Content Services can only be used with one Mobile Peripheral Device or a specific type of Mobile Peripheral Device;

b) certain Content Services may automatically generate data traffic or may automatically send certain data which are stored in or with the aid of the memory of a Mobile Peripheral Device;

c) transmission of certain Content Services may involve more data traffic than the transported file as such.

## SECTION 3 PROVISION OF PRODUCTS AND SERVICES OTHER THAN INTERNET SERVICES, MOBILE TELECOMMUNICATION SERVICES AND ASSOCIATED ADDITIONAL SERVICES

### Clause 48 Definitions

For the purposes of this section the following concepts have the meaning indicated below.

1. **Service(s):** Installation, repair, maintenance, advice, inspection.
2. **Error:** Failure to meet the functional specifications made known and agreed in writing by IoT unlimited. There will only be an error if it can be demonstrated by the Contracting Party and can be reproduced.
3. **Principal sum:** The amount of the price stipulated for the respective Agreement (excluding VAT). If the Agreement is a continuing performance agreement with a duration of more than one (1) year, the principal sum is set at the sum total of the fees stipulated for one year (excluding VAT).
4. **Auxiliaries:** Persons meant in Section 6:76 of the Dutch Civil Code.
5. **Indirect damage:** Loss of profit and/or income, suffering (production) loss, costs of or related to downtime or delay, fines, (missing out on) discounts and/or payments from third parties, loss of (data) information, everything in the broadest sense of the word.
6. **Interoperability:** The ability of software to exchange information with other components of a computer system and/or software and to communicate by means of this information.
7. **Know-how:** All software, documentation and/or other (teaching) materials such as analyses, designs and reports, as well as preparatory materials thereof, developed or made available pursuant to the Agreement.
8. **Parties:** The Contracting Party and IoT unlimited together.
9. **Fault:** Not meeting or not meeting without interruption the specifications made known in writing by IoT unlimited.

### Clause 49 Lay-out

The General Terms and Conditions in this section are divided into chapters. The first chapter applies to the delivery of all Products other than internet services, mobile telecommunication services and associated additional services. The second chapter only applies to the sale of equipment and software. The third chapter only applies if the parties have entered into an Agreement for maintenance of equipment, an Agreement for preventive maintenance of equipment or an Agreement for repair of equipment. If and to the extent that a provision in chapter 1 is in contravention of a provision in chapter 2 and/or 3, the provision in chapter 2 and/or 3 will prevail.

### Chapter 1: General provisions

#### Clause 50 Applicability

The general conditions in this section apply to offers and Agreements in which IoT unlimited provides Products or Services of any nature to a Contracting Party, even if these Products or Services are not further described in these General Terms and Conditions. However, the provisions of this section are not applicable to the provision of internet services, mobile telecommunication services and associated additional services.

#### Clause 51 Data, designs and drawings

1. The intellectual property rights with regard to drawings, calculations, descriptions, models, tools, software, equipment and other materials manufactured, provided or used solely in the context of the execution of the Agreement are or remain vested in IoT unlimited, including if the Contracting Party pays a fee for their development and/or purchase.
2. All information contained in the documents referred to in paragraph 1, or that form the basis of the manufacturing and construction methods, products, etc., remains exclusively reserved to IoT unlimited, regardless of whether the Contracting Party has been charged costs for this. The information referred to must be returned to IoT unlimited at the latter's first request.
3. The Contracting Party guarantees that the information referred to in this Clause, other than for the execution of the Agreement, will only be copied, shown to third parties, made known and/or used with the written permission of IoT unlimited.

#### Clause 52 Duration and termination

1. If the Agreement relates to the periodic or otherwise regular provision of Services, it is entered into for the duration agreed between the parties failing which a duration of one (1) year applies. Notwithstanding the provisions in Clause 15, the right to interim termination of this Agreement by the Contracting Party is excluded.
2. Unless one of the parties terminates the Agreement referred to in paragraph 1 as from the end of the contract period with due observance of a notice period of three (3) months, this Agreement will be tacitly renewed each month.
3. Termination within the sense of this Clause must take place via a registered letter signed for delivery.

#### Clause 53 Cooperation by and licences of the Contracting Party, duty to inform

1. The Contracting Party will always provide IoT unlimited with all information required for the proper execution of the Agreement in a timely manner and will also cooperate fully. All information to be provided by the Contracting Party and/or data to be processed by IoT unlimited will be prepared and supplied by the Contracting Party in accordance with the conditions and specifications to be set by IoT unlimited.
2. The Contracting Party guarantees that all materials, data, programming software, software, procedures and instructions made available to IoT unlimited for the execution of the Agreement are accurate and complete. If it has been agreed that the Contracting Party will provide programming software, software, materials or data on information carriers, these information carriers must meet the specifications necessary for the performance of the activities.
3. The Contracting Party guarantees that it is the owner or entitled party of, or at any rate has (timely) in its possession, all the necessary licenses and/or permits for all materials, data, programming software and/or software made available by him to IoT unlimited.
4. The Contracting Party is responsible for the use and application in its organisation of the equipment, know-how, control and security procedures and for adequate system management.

5. The Contracting Party ensures that IoT unlimited can begin all its activities - including those relating to the on-site set-up and/or repair - immediately and without being disturbed at the destination and to this end will provide IoT unlimited free of charge within good time with all workspace, persons, auxiliary and business materials, (the right kind of) energy and telecommunication facilities deemed necessary in the opinion of IoT unlimited.
6. The Contracting Party guarantees that, whenever IoT unlimited performs activities - in the broadest sense of the word - at the location of the Contracting Party, someone is present who can provide IoT unlimited with unobstructed access and is authorised to represent the Contracting Party. IoT unlimited is entitled to discontinue its activities if this person is not or no longer present, without IoT unlimited being liable in any way for the consequences of this termination of its activities.
7. The Contracting Party will immediately inform IoT unlimited in writing of changes to its legal personality and of changes in the business operations or control over its business.

#### **Clause 54 Intellectual property rights**

1. All intellectual property rights of know-how and/or equipment are only vested in IoT unlimited or its licensor(s). The Contracting Party only obtains the rights of use and powers that are granted in these General Terms and Conditions or in the Agreement and all this within the limits set by the license.
2. The Contracting Party is aware that the know-how and/or equipment made available by IoT unlimited (may) contain confidential information and trade secrets of IoT unlimited or its licensor(s). Notwithstanding the provisions of Clause 19, the Contracting Party undertakes to keep this know-how and/or equipment secret, not to disclose or provide the use of it to third parties and to use it only for the purpose for which it was made available to it. In this context, third parties also include all persons working in the organisation of the Contracting Party who do not necessarily need to use the know-how and/or the equipment.
3. The Contracting Party is not permitted to remove or change any indication of intellectual property - in the broadest sense of the word - in or from the know-how and/or the equipment, including indications regarding the confidential nature and secrecy of the know-how.
4. IoT unlimited may take technical measures to protect the software. If IoT unlimited has protected the software in this way, the Contracting Party will not be allowed to (attempt to) remove or circumvent this protection (or have it circumvented).
5. Unless IoT unlimited provides the Contracting Party with a backup copy, the Contracting Party - provided the license (conditions) permit and that is technically possible - will be entitled to make and keep one backup copy himself. The backup copy must be an identical copy and always have the same labels and indications as the original copy.
6. If the Contracting Party develops software or has it developed by a third party, or if the Contracting Party intends to do so and in connection with the Interoperability of the software to be developed and the software made available by IoT unlimited, he needs information to achieve this Interoperability, the

Contracting Party shall request IoT unlimited for this information specified in writing. IoT unlimited will inform the Contracting Party within a reasonable period of time whether it will honour the request and under what (including financial) conditions this will take place.

7. The Contracting Party will immediately report errors in detail in writing to IoT unlimited.
8. IoT unlimited indemnifies the Contracting Party against legal claims based on the allegation that know-how developed by IoT unlimited itself infringes any applicable intellectual property right. A condition for this indemnification is that the Contracting Party informs IoT unlimited in writing and in detail without delay about the existence and content of the legal claim, while the handling of the case, including making any settlements, is left entirely up to IoT unlimited. To this end the Contracting Party shall provide IoT unlimited with the necessary powers of attorney and information and also otherwise provide all cooperation so that IoT unlimited can defend itself against this (these) legal claim(s), if necessary in the name of the Contracting Party.
9. If it is irrevocably established in court that the know-how developed by IoT unlimited itself infringes any right of intellectual property belonging to a third party, or if, in the opinion of IoT unlimited, there is a reasonable chance that such an infringement will occur, IoT unlimited will take the delivered Product back against crediting the acquisition costs and after deduction of a reasonable user fee, or IoT unlimited ensuring that the Contracting Party can continue to use the delivered Product or a functionally equivalent other product undisturbed, all this at the discretion of IoT unlimited.
10. The indemnification referred to in paragraph 8 lapses if and insofar as the infringement in question is related to changes that the Contracting Party has made to the know-how and/or other Products or has had them made by third parties.
11. Any liability or indemnification obligation of IoT unlimited deviating from the previous paragraphs due to infringement of intellectual property rights of third parties is excluded, notwithstanding what is stipulated elsewhere in the General Terms and Conditions of IoT unlimited. This also includes liability and/or indemnification obligations of IoT unlimited for infringements caused by the use of the information in a form not modified by IoT unlimited, in conjunction with products or software not supplied or provided by IoT unlimited and/or in any other way than for which the information was developed or intended.

#### **Clause 55 Telecommunication**

1. If the telecommunications facilities of the Contracting Party are used during the performance of the Agreement, the Contracting Party will be responsible for the correct choice and the timely availability of these. IoT unlimited does not accept any liability for transmission errors not attributable to it.
2. All costs associated with the use of the telecommunication facilities, including the subscription costs and call charges are at the expense of the Contracting Party. The costs of open communication lines are at the expense of the Contracting Party, even if these costs arise because the communication lines were incorrectly not closed by or on behalf of IoT unlimited.

3. When processing data using telecommunication facilities, IoT unlimited will assign access or identification codes to the Contracting Party. The Contracting Party will treat the access codes confidentially and only disclose them to authorised employees.

#### **Clause 56 Security and privacy**

1. The Contracting Party guarantees that all statutory regulations regarding the data to be processed, including in particular the regulations set in or pursuant to the General Data Protection Regulation, have been and will be observed and that all the prescribed notifications have been made. The Contracting Party will ensure adequate security of the personal registration according to the latest technology.

#### **Clause 57 Software and/or equipment of suppliers**

1. If and insofar as IoT unlimited makes software and/or equipment from third parties available to the Contracting Party, - provided the IoT unlimited has notified the Contracting Party of this in writing - regarding that software and/or equipment the conditions of those third parties will be applicable to the relationship between IoT unlimited (as the supplier) and the Contracting Party (as the buyer/principal), setting aside the provisions of these General Terms and Conditions The Contracting Party accepts the said conditions of third parties. These conditions are available for inspection by the Contracting Party at IoT unlimited and at the first request he will receive a copy of them free of charge.

#### **Chapter 2 Special provisions for the sale of equipment and software**

#### **Clause 58 Delivery and transfer of risk**

1. Delivery takes place by IoT unlimited making the Products available to the Contracting Party at its company or at a location to be indicated by it.  
2. If it has been agreed that IoT unlimited will deliver the Products on site (at the Contracting Party), delivery will take place at the time the Products are offered for delivery on site.  
3. The risk of the delivered Product always passes onto the Contracting Party at the moment of delivery meant in paragraph 1 or paragraph 2 respectively.  
4. The installation and/or assembly of the delivered Product takes place at the risk of the Contracting Party.  
5. IoT unlimited is always entitled to execute the Agreement in parts and invoice in a way such that IoT unlimited delivers items and invoices them to the extent they are ready.

#### **Clause 59 Packaging, shipping and (internal) transport**

1. IoT unlimited determines the way in which the Products are packaged and shipped. If the Contracting Party requires a special way of packaging and/or shipping, the associated additional costs will be at his expense.  
2. All (return) shipment(s) and all (internal) transport - also in the context of on-site delivery and repair work - is at the expense and risk of the Contracting Party.  
3. As a rule IoT unlimited does not take back the packaging. The Contracting Party handles the packaging in a manner that is in accordance with the applicable (government) regulations.

#### **Clause 60 Installation on site**

1. If it has been agreed that the Products will be (delivered and) installed on site, any cabling work will be at the expense and risk of the Contracting Party.  
2. IoT unlimited is not liable for (indirect) damage that may be caused during the installation (work) to property or persons of the Contracting Party or of third parties unless the damage is due to the intent or gross negligence on the part of IoT unlimited.  
3. The Contracting Party is liable for and obliged to pay compensation for all (indirect) damage to and loss of materials, implements, tools and employees that have been supplied or employed by IoT unlimited at the place of destination, unless this damage or loss is due to the intent or gross fault of IoT unlimited.

#### **Clause 61 Obligation to inspect the Products and complaints**

1. The Contracting Party inspects the delivered Products - including the (results of) the service provision and/or service - immediately after but no later than 48 hours after taking receipt of them. The Contracting Party must check both the quantity as well as the quality of the delivered Product. If during this inspection/check the Contracting Party identifies defects - in the broadest sense of the word - , he must report these immediately in detailed writing to IoT unlimited, but no later than five (5) Working Days after having received them.  
2. The Contracting Party shall sign for receipt on the transport document offered by or on behalf of IoT unlimited (for example the packing slip). The Contracting Party shall state on the transport document all immediately visible damage, including those in or to the packaging.  
3. Defects that could not reasonably have been detected within the period stated in the first paragraph of this Clause, must be reported to IoT unlimited in writing immediately after discovery, but no later than two (2) weeks after delivery, failing which the Contracting Party will forfeit the right to bring a claim in or out of court.  
4. After detecting any defect, the Contracting Party will be obliged to immediately have the use, working, processing and/or installation of the relevant Products discontinued and furthermore to do and omit everything reasonably possible to prevent (further) damage.  
5. The Contracting Party will provide all necessary cooperation for the investigation of the complaint. If the Contracting Party does not cooperate or if the investigation is otherwise not or no longer possible, the complaint will not be dealt with and the Contracting Party will not have any claims in this respect. If the complaints appear justified, the costs of the investigation will be at the expense of the Contracting Party. The Contracting Party cannot derive any rights from a complaint being handled.  
6. The Contracting Party is not free to return the Products before IoT unlimited agreed to this. Only if a complaint has been lodged within due time, correctly and with justification will the reasonable return expenses be borne by IoT unlimited.  
7. If the Contracting Party lodges a complaint about defects in a Product within due time, correctly and with justification, the liability arising from this for IoT unlimited will be limited to the provisions in Clause 14.

8. Violation of the obligation to inspect, report and/or cooperate meant in this Clause will result in the forfeiture of any right to complain.

9. Provided that a complaint has been lodged in accordance with the provisions of this Clause and it has been sufficiently demonstrated that the complaint is well-founded, IoT unlimited has the option (i) to replace the Products that appeared to be defective with new Products, after being returned, (ii) to repair the respective Products properly, (iii) to refund (part of) the agreed price or credit the invoiced amount, or (iv) to grant the Contracting Party a further discount on the agreed price to be determined in mutual consultation. By fulfilling one of the performances referred to above IoT unlimited will be fully discharged with regard to its obligations.

#### **Clause 62 Warranty**

1. The warranty on delivered or supplied Products will never cover more than the warranty provided by the manufacturer or supplier of IoT unlimited. If the manufacturer chooses a model in which it handles the warranty itself through its own service organisation, the warranty must be handled by that organisation. Insofar as Products or parts of them are purchased by IoT unlimited from third parties or if the activities have been performed by third parties, only the warranty of the respective third party(ies) will be applicable. IoT unlimited will provide the Contracting Party free of charge at his first request with insight into the nature, scope and duration of the warranty referred to in this paragraph.

2. During the warranty period, IoT unlimited will in principle repair free of charge those defects that, as indicated by the Contracting Party, are the result of the use of defective material, a defective finish or unsound construction on the part of IoT unlimited. If the Contracting Party invokes a warranty on products from third parties, IoT unlimited may require a contribution towards the costs of handling this warranty.

3. A condition for the (validity of the) warranty provided by IoT unlimited is that the Contracting Party provides IoT unlimited with all detailed information in writing within eight (8) days of discovering a defect. Furthermore, the warranty only applies if the Contracting Party has fulfilled all his obligations towards IoT unlimited (both financially and otherwise and under any Agreement), or has provided adequate security for this. The alleged non-fulfillment of warranty obligations by IoT unlimited does not relieve the Contracting Party of his obligations under the Agreement.

4. The Contracting Party shall enable IoT unlimited to repair any defect at any time.

5. In the event of defective delivery or repair, IoT unlimited, at its choice, has the right either, after the return of the defective Product, to credit the Contracting Party in proportion to the depreciation, or to repair the defective Product, or to proceed to the delivery of an alternative (replacement) Product. The (remaining) warranty period of the Product repaired or replaced by IoT unlimited applies to the repaired or alternative Product. The spare parts replaced by IoT unlimited are its property and will be returned to IoT unlimited by the Contracting Party on request.

6. The Contracting Party will not be entitled to any warranty (provision) if defects and/or errors are wholly or partly the result of incorrect, careless or incompetent use,

of external causes such as induction, lightning strike, fire or water damage and shortcomings of the supplier of IoT unlimited, or if the Contracting Party makes or has made changes to the delivered Products - including in this context repairs - without the prior consent of IoT unlimited.

7. Activities due to the investigation or repair of Faults, related to or arising from improper use of the equipment or from external causes - such as errors in communication lines, power supply, or links with or use of equipment, software or materials that are not covered by the Agreement - do not belong to the obligations of IoT unlimited, are not covered by the warranty and the Contracting Party will be charged separately at the rates at IoT unlimited applicable at the time of the performance of those activities.

8. Activities and costs of repair outside the scope of this warranty will be charged by IoT unlimited at the rates applicable at IoT unlimited at the time of performing those activities.

#### **Clause 63 Return shipments**

1. The Contracting Party shall return delivered Products in the condition in which they were received by the Contracting Party and only in consultation with and after written permission from IoT unlimited. Any return shipment will take place stating the reasons. The Contracting Party must be able to prove the return shipment at any time.

2. Taking receipt of return shipments does not in any event imply that IoT unlimited acknowledges the ground for the return shipment specified by the Contracting Party. The risk of the Products returned rests with the Contracting Party until the Contracting Party has been credited in this respect by IoT unlimited.

3. IoT unlimited is entitled to make any credit entries resulting from return shipments after deduction of fifteen percent (15%) of the price of the returned Products, with a minimum of 25 Euro per return shipment.

4. If (one of) the conditions set out in this Clause is not observed, IoT unlimited will be entitled to refuse the return shipment and/or to return it at the expense of the Contracting Party.

5. This Clause does not apply if the return shipment takes place pursuant to Clause 10 paragraph 4 of these conditions.

#### **Clause 64 Software**

1. The license or other conditions of the producer or supplier of IoT unlimited which are enclosed with the data carrier apply to the delivery of software. The Contracting Party accepts those conditions by taking receipt of the information carrier.

2. With regard to the software provided by the producer or supplier IoT unlimited does not provide any warranty. Therefore the Contracting Party will never be entitled to return this software to IoT unlimited.

#### Chapter 3 Special provisions (preventive) maintenance of equipment and repairs

#### **Clause 65 Maintenance**

1. The term 'maintenance' means:

a. **preventive maintenance** the inspection, adjustment and cleaning of the equipment deemed necessary by IoT unlimited in order to prevent Faults;

b. **corrective maintenance:** the elimination of Faults of the equipment that have arisen during normal use of the equipment as a result of natural wear and tear and by inherent defects in the equipment as well as carrying out the necessary repairs and replacement of worn or damaged parts.

2. Maintenance is carried out during the applicable office hours on Monday to Friday at IoT unlimited, with the exception of recognised public holidays.

3. If maintenance has commenced during the office hours referred to in paragraph 2 and the maintenance personnel of IoT unlimited deems it necessary for work to be continued outside these hours, the Contracting Party will be charged the rates applicable for these hours. In general the activities will not be continued for more than one hour outside the office hours referred to.

#### **Clause 66 Maintenance service**

1. During the term of the Agreement for (preventive) maintenance, IoT unlimited undertakes to the best of its ability to remedy those Faults which have been reported to it in detail in writing within the period stated in the Agreement for (preventive) maintenance.

2. IoT unlimited keeps its expertise with regard to the equipment up to date. IoT unlimited registers all relevant data about the work performed on the equipment and records this in its administration. IoT unlimited will provide the Contracting Party at his first request with access to the data thus recorded, provided he has a reasonable interest in doing so.

3. Replacement of parts takes place if this is necessary at the discretion of IoT unlimited in order to remedy and/or prevent Faults.

#### **Clause 67 Conditions of maintenance and use**

1. The Contracting Party's claims for maintenance will be forfeited if the equipment has been relocated without the prior consent of IoT unlimited.

2. Immediately after the occurrence of a Fault in the equipment, the Contracting Party will inform IoT unlimited of this in detail in writing.

3. The costs of investigating and remedying a Fault arising from the connection of equipment not supplied by IoT unlimited, will be at the expense of the Contracting Party.

4. If, in the opinion of IoT unlimited, it is necessary for the maintenance of the equipment to test the connections of the equipment with other systems or equipment, the Contracting Party shall make these other systems or equipment, as well as the respective test procedures and information carriers available to IoT unlimited.

5. Test material required for maintenance work that is not part of the normal equipment of IoT unlimited will be made available to IoT unlimited by the Contracting Party free of charge.

6. The Contracting Party takes care of and is responsible for the technical, space and telecommunications facilities that are necessary for the equipment to function. The maintenance to be performed by IoT unlimited does not cover the facilities and connections referred to.

#### **Clause 68 Exclusions**

1. Activities due to the investigation or repair of Faults resulting from the improper use of the equipment or from external causes such as errors in communication lines or in the power supply, or links with or use of equipment, software or materials that are not covered by the Agreement, do not form part of the obligations of IoT unlimited under the Agreement, and the Contracting Party will be charged separately.

2. The maintenance prices do not include:

- replacement of consumables such as for instance magnetic storage media, ink ribbons and cartridges;
- software license(s);
- software update(s);
- the replacement costs of parts as well as maintenance services for the repair of Faults which are wholly or partly caused by attempts at repair performed by parties other than IoT unlimited or third parties engaged by it;
- activities for the full or partial overhaul of the equipment;
- modifications to the equipment;
- displacement, relocation, reinstallation of equipment or activities related to it in any way.

#### **Clause 69. Rates and payments**

1. Unless otherwise provided for in the Agreement for (preventive) maintenance, the usual basic maintenance rate at IoT unlimited will apply.

2. The Contracting Party pays in advance the maintenance fee, increased by the turnover tax and/or other levies imposed by the authorities.

3. In the event of late payment by the Contracting Party, the provisions of Clause 16 will apply in full. Insofar as IoT unlimited performs maintenance work at the request of the Contracting Party during the period in which the Contracting Party is in (payment) default, IoT unlimited will charge this at the rates applicable at IoT unlimited at the time of performing the maintenance work. The Contracting Party undertakes to pay the invoice for these maintenance activities in cash.

#### **Clause 70 Repair and maintenance**

1. Products received for repair or maintenance in the factories or on the sites of IoT unlimited remain at the risk of the Contracting Party and are repaired or processed at his risk, unless the repair takes place in connection with warranty scheme referred to in Clause 62.

2. The Contracting Party declares that he is authorised and entitled to give the Products for repair or maintenance and will provide the information and/or documentation necessary for repair or maintenance in a timely manner.

#### **Clause 71 Scope**

The maintenance agreement only applies to equipment installed in the Netherlands. Maintenance only takes place in the Netherlands.