



General Terms and Conditions gnTel BV

Annex A

Article 1 Definitions

- Connection: the possibility to use the Services offered by gnTel and ordered by the Contractor.
- General terms and conditions: the general terms and conditions described in this Annex.
- Annex: a document that is part of the Agreement which describes the conditions of the provision of the Services. In the Agreement it is stated which Annexes are part of it.
- Equipment: all facilities made available for the benefit of the Service to be delivered to the Contractor, which include hardware and / or software installations (electronic) devices, cables, physical connections and instruments.
- Contractor: the party with whom gnTel has concluded an Agreement on the delivery of Services.
- Service (s): the (telecommunications) services and facilities which gnTel offers to its Contractor under the Agreement.
- Agreement: any agreement between gnTel and Contractor regarding the provision of services and which normally consists of several documents in which the general and specific conditions for the provision of Services are outlined.
- gnTel: the private company with limited liability gnTel BV, having its registered office in Groningen, with offices at Barbara Strozziilaan 101, 1083 HN Amsterdam, registered with the Commercial Register of the Chamber of Commerce in Groningen under number 02084234.

Article 2 Applicability of Conditions

2.1 These General terms and conditions apply to all requests, offers and Agreements with Contractors, unless parties have agreed otherwise in writing. Purchase- and/or other conditions of the Contractor shall not apply.

2.2 These General terms and conditions also apply to any subsequent agreements between gnTel and the Contractor, unless otherwise agreed in writing.

2.3 In case of conflict of provisions in the documents relating to the Agreement, the following priority rules shall apply: a. the Annexes; b. any other documents relating to the Agreement.

Article 3 Agreement

3.1 Contractor must provide the following information:

- a. Natural persons: upon the request of gnTel an identification as referred to in the Identification Requirement Act and proof of a permanent place of residence in the Netherlands;
- b. Legal entities: an excerpt of their registration with the Chamber of Commerce no older than 6 months.

Article 4 Service level

4.1 Services Details are described in the relevant service descriptions on the website. gnTel reserves the right to adjust the service description.



Article 5 Numbers etc.

5.1 gnTel is not liable for damages the Contractor suffers as a result of changes in national numbering plan, or other laws or regulations as a consequence of which uninterrupted use of the numbers provided to the Contractor and the like is not possible.

5.2 Contractor shall refrain from conduct and use of numbers and the like, in so far as that is contrary to the national numbering plan and other applicable laws and regulations.

Article 6 Rates

6.1 The rates, which gnTel charges the Contractor for the Services are laid out in the Agreement and on www.gntel.nl.

6.2 Unless otherwise agreed, gnTel charges the Contractor

- a. a fee per completed call as well as an operating and destination dependent rate. The latter amount will be calculated in time units of one second;
- b. a fixed monthly rate, agreed with the Contractor (specified in the Agreement);
- c. a one-time charge for the installation and / or delivery of the Service.

6.3 Unless expressly stated otherwise, all amounts are exclusive of VAT.

6.4 gnTel is entitled at any time to change the types of the rates, mentioned in Article 6.2a as well as discount rates. gnTel will inform the Contractor thereof 15 days prior to a rate increase.

6.5 gnTel is entitled to change the type of fare under 6.2b above, subject to a period of one calendar month. If Contractor does not agree with the rate increase, he can only terminate the Agreement with effect from the date on which the rate change takes effect. In this case, the Contractor may not hold gnTel liable for fulfillment of the Agreement.

Article 7 Invoicing and Payment

7.1 gnTel will send a monthly invoice to the Contractor for Services provided.

7.2 If payment is not made through direct debit, the Contractor shall pay the invoice within 14 days after the invoice date.

7.3 As a basis for billing, the data recorded by gnTel regarding the connection and its use are binding.

7.4 If the Contractor believes that the invoiced amount is incorrect, he should make such known to gnTel in writing, within 14 days after the invoice date. Possible suspension of the payment obligation can only be the case after written consent of gnTel.

7.5 If the objections are unfounded after investigation by gnTel, the Contractor is liable for the costs reasonably incurred by gnTel. For the assessment of the objections, the data generated by gnTel prevail.

7.6 If the Contractor has not paid on time, he will automatically be in default without further notice of default. In that case, all claims of gnTel on Contractor shall be immediately due and payable. gnTel is entitled to reimbursement of the statutory interest on the total outstanding amount and reimbursement of expenses incurred for the purpose of collecting outstanding amounts. The statutory interest is owed from the due date of the invoice.

7.7 Any appeal of the Contractor to settle to settle a claim against gnTel is excluded.



Article 8 (Limitation of) Liability

8.1 gnTel is not liable for the damage arising as a result of failure or malfunction of the equipment of its service or equipment, unless there is intent or gross negligence of gnTel.

8.2 In no event gnTel be liable for the way in which Contractor uses the Service (s) and/or Equipment and associated equipment, supplied by gnTel. In particular, the Contractor shall indemnify gnTel against claims by third parties will, which relate to the content of the data / internet / voice traffic, at least data sent by the Contractor using the Services.

8.3 If gnTel, as a result of a failure attributable to her, will be liable, the liability shall be limited to the direct property damage that is in direct connection with the failure. Liability for any form of indirect or consequential damages (such as lost revenues and/or profits) is excluded. Liability for damage caused by the Contractor as a result of the failure of a telephone alarm feature or cost registration system is excluded. Compensation for damages will be up to EUR 45,000 per event or series of events that are interrelated, and a maximum of EUR 90,000 per year.

8.4 All claims by Contractor for compensation for damage must be reported to gnTel in writing within 4 weeks after the occurrence of the damage, on pain of forfeiture of these claims.

8.5 With regard to public international telecommunications traffic, the treaties, conventions and regulations of the International Telecommunication Union are applicable in determining the liability.

8.6 Contractor shall indemnify and keep indemnified gnTel against all third-party claims for compensation for damage relating to the implementation of the Agreement by the Contractor.

8.7 The Contractor shall be liable for any use or abuse of the Service and the therefore assigned number (s), usernames name (s) (s) and password (s). The Contractor is responsible for security of the data that are placed on its systems by the Contractor.

8.8 In case of force majeure on the side of gnTel (being a non-attributable failure) the Contractor may not remind gnTel of her obligations. Force majeure situations include cases where gnTel can not meet its obligations because of war (threat), riots, molestation, fire, flood, frost, "unworkable weather", flood, earthquake, strikes, sit-ins, government measures, failure in supply of energy , disruptions in communication links of third parties.

Article 9 Obligations of the Contractor

9.1 Contractor undertakes to implement the Agreement taking into account the interests of gnTel. Contractor will in no way hinder gnTel in the delivery of its Services. Thus, the Contractor is not permitted to perform operations such as starting-up processes/programs on the systems of gnTel, of which can be assumed that these could damage the systems of gnTel and/or other users, all this at the discretion of gnTel.

9.2 Contractor shall provide gnTel with any information they need for the conservation of the Services. This includes among others the timely reporting of changes of address and / or billing data.

9.3 Contractor shall refrain from any act/omission against gnTel, which will constitute a violation of legal and/or contractual provisions.

9.4 The Contractor shall provide all assistance to gnTel which can reasonably be expected of her by/for the purpose of providing the Services.

9.5 If delivery of the ordered service is technically not possible, gnTel may impose additional conditions which the Contractor must meet before the Service will be delivered. In case of failure to comply with these conditions, the Contractor is not entitled to the provision of the Service.

9.6 The Contractor shall comply with the generally accepted rules of conduct for the use of telephony. It is possible that the service description contains additional specific provisions on this subject.

Article 10 Personal and traffic data

10.1 gnTel collects no more personal or traffic data than is necessary for the provision of the Services and her business operations. The data collected will only be used in accordance with applicable legal requirements and only for the business operations of gnTel. The Contractor hereby expressly consents to the processing of the data supplied by him in - and to use it for the benefit of - a database that gnTel is setting up as part of her service. These data will be stored and managed in accordance with the applicable (privacy) legislation. The database of gnTel is registered with the Dutch Data Protection Authority in The Hague.



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10.2 Business operations are understood to include the execution of direct marketing and personalized offers by or on behalf of gnTel and the provision of personal data to the current and future shareholders of gnTel and its affiliate(s).

10.3 Unless Contractor has notified in writing of his objection against this, he hereby grants the right to gnTel to provide his personal data to third parties for inclusion in an (electronic) directory.

10.4 Data will not be kept longer than is necessary for the business operations or is required by legislation or competent authorities.

10.5 gnTel is entitled to include the data of Contractor (including information regarding the use and the settlement of gnTel Services) in an automated file.

10.6 gnTel responsible for security of personal data by taking measures of organizational and technical nature.

Article 11 Duration and Termination

The agreement may be terminated immediately, unless otherwise agreed.

Article 12 Governing law and jurisdiction

12.1 On the Agreement, quotes and invoices of gnTel, Dutch law applies.

12.2 Unless gnTel and Contractor have agreed otherwise in writing, all disputes arising from these General terms and conditions or the agreement will be settled by the competent court in Amsterdam.

Article 13 (Amendments) General terms and conditions and final provisions

13.1 gnTel is authorized to make changes to the General terms and conditions, which for the Contractor are in effect, after the period stated in the announcement of the change. Amendments to the General terms and conditions may be announced on the invoice. Fourteen days after its publication the changes take effect.

13.2 These general terms and conditions are listed on the website of gnTel. The General terms and conditions are filed at the Chamber of Commerce in Groningen under number 02084234.

13.3 If one or more provisions of these General Terms and Conditions be declared inapplicable by court order or otherwise, the remaining provisions continue to apply.