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General Terms and Conditions T-Mobile Abonnee.

16. Liability of the Customer

16.1 The Customer is liable for all damage suffered by T-Mobile due to his/her acting or failing to act in a way that violates the provisions of this Agreement.

16.2 The Customer shall indemnify T-Mobile against all claims from third parties for compensation of damage that these third parties could recover in any way from T-Mobile, insofar as this claim is based on the use the Customer has made of his/her connection, with respect to the content of the information sent by him/her via the Connection.

17. Liability of T-Mobile

17.1 T-Mobile shall not be liable for any direct, indirect or consequential damage caused by the malfunctioning of the Network or by shortcomings in the execution of the Service and additional services, with the exception of the circumstances set out below.

17.2 If the Customer suffers damage due to the malfunctioning of the Network or due to shortcomings in the execution of the Service and additional services, T-Mobile may only be liable in the event of direct damage caused by:

- a. death or personal injury, with a maximum amount of € 900,000 per incident;
- b. any acts in violation of Sections 374, 374 (a) and 375 of the Dutch Penal Code, with a maximum amount of € 900,000 per incident;
- c. the failure of T-Mobile to submit information or the failure to submit correct information, and the negligent administration and processing of this information regarding Customers, or errors in administrative matters related to this information, with a maximum of € 2250 per injured party and with a maximum amount of € 900,000 per incident.

17.3 If more than one claim arises from an incident as referred to in this article and the combined claims exceed the maximum amounts set for each incident in article 17.2, T-Mobile shall only be required to pay the claims in proportion to the extent thereof.

17.4 T-Mobile shall not be liable for any direct or indirect damage to goods belonging to the Customer, to third parties or to goods of third parties caused by activities carried out under the Agreement. The Customer shall indemnify T-Mobile against any claims from third parties due to this damage. If the damage is due to the intent or gross negligence of non-executive subordinates employed by T-Mobile, T-Mobile's obligation to pay compensation with respect to this damage will be limited to the repair or to the replacement costs, with a maximum amount of € 225,000. If, due to such event, damage occurs as a result of death or personal injury, the provisions of article 17.2, under a. and of article 17.3 shall apply mutatis mutandis.

17.5 The Customer shall notify T-Mobile in writing of the damage as soon as possible, and in any event within four weeks after the discovery that damage has occurred. Damage that has not been reported to T-Mobile within this period shall not be compensated. This period shall not apply to a consumer (a natural person not acting in the capacity of a profession or enterprise), if the consumer makes a reasonable case for the fact that he/she could not have been reasonably expected to notify T-Mobile within this period.

17.6 The exceptions and restrictions as set out in this article 17 do not apply if the damage is intentional or due to gross negligence on the part of T-Mobile.

18. Complaints and disputes

18.1 Any disputes between the Customer, as a natural person not acting in the capacity of a profession or enterprise, and T-Mobile regarding the conclusion or execution of the Agreement with respect to the services provided or to be provided by T-Mobile may be submitted both by the Customer and by T-Mobile to the Geschillencommissie Telecommunicatie (Complaints Board for Telecommunication), Bordewijklaan 46, 2591 XR The Hague.

18.2 The Complaints Board will only handle disputes if the Customer has first submitted the complaint in writing to T-Mobile. T-Mobile shall respond to the complaint within 30 days of receipt thereof, unless this is not reasonably possible. In that case, the Customer will be notified in writing within the said period as to when the response to the subject of his/her complaint will be forthcoming.

18.3 Within 30 days after receipt of the response to the subject of the complaint from T-Mobile, or within 30 days after the expiration of the period in which a response should have been forthcoming in accordance with the provisions of article 17.2, the Customer may submit the dispute to the Complaints Board for Telecommunication.

18.4 If the Customer submits the dispute to the Complaints Board, T-Mobile shall be bound by this choice. If T-Mobile decides to submit the dispute to the Complaints Board, it shall ask the Customer in writing to pronounce his/her agreement within five weeks and notify the Customer that after the said period has expired, T-Mobile shall deem itself at liberty to submit the dispute to the court having jurisdiction.

18.5 The Complaints Board shall render its decision with due observance of the provisions of the regulations applicable to the Board. The regulations of the Complaints Board shall be provided upon request. The decisions of the Complaints Board are in the form of binding opinion. A fee must be paid for the hearing of a dispute.

19. Applicable law

19.1 The Agreement is governed by Dutch law.

20. Conditions of sale

20.1 The provisions of this article apply in the event that T-Mobile sells and delivers mobile equipment directly to the Customer; in this event the other provisions of these General Terms and Conditions apply in as far as is possible mutatis mutandis.

20.2 The guarantees and conditions of the relevant manufacturer apply to all mobile equipment sold and delivered directly to the Customer by T-Mobile, as well as any additional guarantee services, if so agreed with T-Mobile.

20.3 Mobile equipment that is sold and delivered directly to the Customer by T-Mobile will remain the property of T-Mobile as long as there are claims from T-Mobile with which the Customer has not yet complied.

20.4 The Customer who is acting in the capacity of his profession or enterprise shall inspect the products of T-Mobile for any defects and for their correct amount and type upon delivery. Complaints regarding defects in or to the delivery or to the products that are immediately apparent shall be submitted immediately and no later than on the eighth day after the day of delivery to T-Mobile by registered letter, in default whereof the Customer is deemed to have accepted the goods in their proper and agreed condition, type and amount.

20.5 The Customer who is acting in the capacity of a profession or enterprise shall under no circumstances be entitled to settlement or suspension of his/her payment obligations.

NB.: the above is a translation of the original Dutch "Algemene voorwaarden T-Mobile Abonnee" and is intended solely for information purposes; the original Dutch text shall be legally binding in all matters.

T-Mobile Netherlands BV
Correspondence address: P.O. Box 16272 ■ 2500 BG The Hague The Netherlands
Telephone: 0800 - 7111 ■ Internet: www.t-mobile.nl

These terms and conditions are valid from 22 December 2003 onwards.



General Terms and Conditions

T-Mobile Abonnee.

1. Definitions

Customer: a natural person who, or legal entity that enters into an agreement with T-Mobile for the provision of services.

T-Mobile: T-Mobile Netherlands BV, P.O. Box 16272, 2500 BG The Hague.

Network: the T-Mobile network for wireless telecommunication.

Service: the service through which the Customer uses the T-Mobile Network for direct transport of telecommunication traffic from mobile users to and from connection points on the Network or to connection points on other networks.

Agreement: the agreement to provide the Service to the Customer by T-Mobile. The price list and general terms and conditions are an integral part of the agreement.

T-Mobile Customer Service: T-Mobile's customer service, which the Customer may contact for all questions regarding the T-Mobile Service, to be reached by dialling 0800-71111 (consumers), or 0800-71112 (business customers) or by writing to T-Mobile's address.

Connection: the possibility of using the Service by means of mobile equipment.

Content: products offered by T-Mobile or by third parties by means of or in connection with the Service or additional T-Mobile services which can include text, sound, data and/or image files as well as software applications.

Content services: services through which T-Mobile provides the Customer with access to Content.

2. General Conditions

2.1 The Customer has taken note of the contents of these General Terms and Conditions and accepts that these General Terms and Conditions apply to his/her Agreement with T-Mobile.

2.2 These General Terms and Conditions apply to all Agreements for the provision of the Service by T-Mobile via the Network, as well as to all acts, legal or otherwise, that reasonably precede the provision of such Service.

2.3 The Customer may make use of additional services offered by T-Mobile. Unless otherwise indicated in the product description of the relevant additional service, these General Terms and Conditions also apply to these additional services. Additional terms and conditions can apply to additional services.

2.4 The General and additional Terms and Conditions may be modified by T-Mobile.

2.5 In the event of a discrepancy between verbal statements made by T-Mobile and what has been laid down in writing, T-Mobile's written conditions shall prevail.

2.6 The headings to the articles in these General Terms and Conditions are for reference purposes only; therefore no rights may be derived from these headings.

3. Concluding the Agreement

3.1 The Agreement is concluded as soon as the Customer breaks the seal of the package containing the SIM card or, in the event that the Agreement is entered into in writing, by the Customer signing the document drawn up for this purpose by T-Mobile, unless another manner of conclusion has been indicated.

3.2 T-Mobile may set restrictions for establishing the Connection and for using the Service.

3.3 T-Mobile is entitled to conduct or have conducted a risk investigation, including a creditworthiness investigation. If the investigation indicates risks that T-Mobile reasonably does not wish to accept, T-Mobile will inform the Customer in writing of the reasons, and T-Mobile may set restrictions to and/or further obligations for the use of the Service, or, at T-Mobile's discretion, may refuse to enter into the Agreement, or terminate the Agreement. In the latter instance, the Customer shall meet the costs for the use of the Service until the moment of disconnection.

4. Change of address or name

4.1 The Customer must inform T-Mobile in writing of a change of address 14 days before this change of address takes effect. The Customer shall be liable for all consequences resulting from the failure to inform T-Mobile of a change of address in time.

4.2 If the Customer is a legal entity, the Customer shall also inform T-Mobile in writing of any relevant change in the company (e.g. name or legal form).

5. SIM card and mobile equipment

5.1 The SIM card that T-Mobile has provided the Customer with is, and shall remain the property of T-Mobile. T-Mobile is entitled to replace the SIM card at all times. At the end of the Agreement the Customer must send the SIM card back to T-Mobile if T-Mobile requests him/her to do so. T-Mobile is entitled to charge for the replacement of a stolen or defect SIM card.

5.2 Every SIM card has its unique PIN (personal identification number) and PUK (personal unblocking key) codes. The use of these codes is explained in the user's manual for the mobile device. The Customer shall take all precautionary measures possible to prevent the PIN and PUK codes from falling into the hands of unauthorised persons. The Customer shall be responsible for any wrongful or unlawful use of these codes.

5.3 It is forbidden to copy the technical information contained on the SIM card or to manipulate the SIM card or the information contained on it in any other way. This also applies to the technical information, software and security features of the mobile equipment with which the Customer accesses the Network.

5.4 The Customer shall inform T-Mobile immediately of the theft or loss of the SIM card; the Customer shall remain liable for all call charges and any other use-related costs, until the card is blocked.

6. Call number

6.1 The Customer's call number is determined by T-Mobile. The Customer may request to keep a specific call number, subject to the applicable rules and T-Mobile's implementation thereof.

6.2 T-Mobile is entitled to change the call number if it deems necessary, for example in the interest of the proper performance of the Service or the Network, or due to the applicable rules. Should this take place, T-Mobile shall take the interests of the Customer into account within reason.

7. Rates

7.1 The Customer owes the remunerations according to the rates and conditions stated by T-Mobile in the T-Mobile pricelists, or elsewhere in a manner suitable for the service, from the moment that the Connection is established. When determining the amounts due, T-Mobile's administration shall be binding, unless the information from T-Mobile's accounts department is demonstrably incorrect.

7.2 T-Mobile is entitled to change its rates at its own discretion. Changes will be announced by T-Mobile in advance on its website www.t-mobile.nl. The current rates may also be requested from T-Mobile Customer service.

8. Payment

8.1 T-Mobile is entitled to bill the subscription fees and other amounts due by the Customer under this Agreement in advance. Call charges will be billed on the basis of registration of the calls by T-Mobile.

8.2 T-Mobile shall bill all amounts due by the Customer periodically to the address given by the Customer. In specific circumstances (including unusually excessive use and suspected improper use), T-Mobile is entitled to bill at an earlier date. The Customer shall pay all invoices, in the agreed manner, within the term stated on the invoice.

8.3 Any complaints regarding the invoice should be submitted to T-Mobile Customer Service before the term of payment has expired. If the Customer was reasonably unable to submit his complaint within this period, the term may be extended at T-Mobile's discretion. Submitting a complaint does not entitle the Customer to suspend payment. T-Mobile will only consider written requests for suspension of payment and only to the extent of the billed amount that is disputed.

8.4 If the Customer wrongfully complains about his invoice on a regular basis, T-Mobile is allowed to charge administrative costs of a minimum of € 15.

8.5 After the term of payment as referred to in article 8.2 has expired, the Customer shall be in default by operation of law, without further notice of default being required. In this case, T-Mobile shall be entitled to charge 1% interest per month as from the moment when the term of payment has expired, plus administrative costs of € 15 per month and extra judicial collection costs at a rate of 15% (excluding VAT) of the outstanding amount, with a minimum of € 25.

Furthermore, the Customer shall be liable for all legal costs that T-Mobile incurs (including costs for legal assistance) in connection with the collection of overdue payments. From the moment that the term of payment expires, T-Mobile shall furthermore be entitled to disconnect the Customer from the Service.

8.6 T-Mobile is entitled to ask for an advance payment or a payment guarantee from the Customer to an amount to be further determined by T-Mobile, amongst others in the case that the Customer has run up unusually high costs in a certain time period or if T-Mobile believes that the Customer might possibly be unable to fulfil his/her payment obligations or if the Customer does not have a fixed business address or permanent place of residence in the Netherlands.

8.7 The security shall be in the form of a deposit or a bank guarantee. T-Mobile may request this security to be provided both prior to establishing the Connection and during the term of the Agreement. T-Mobile shall not owe any interest on the amount of the security.

8.8 The Customer who is acting in the capacity of a profession or enterprise shall under no circumstances be entitled to settlement or suspension of his/her payment obligations.

9. Using the service

9.1 The Customer must keep to the requirements that can be expected of a reasonable use of the Service and additional services.

9.2 The Customer may only use the Service with mobile equipment approved by the Dutch Ministry of Transport, Public Works and Water Management, which is suitable for use on the network. If investigation by T-Mobile shows that complaints from the Customer regarding the performance of the Service are not caused by a fault in the infrastructure, the Customer may be required to offer his/her equipment to T-Mobile for inspection. If T-Mobile determines that the Customer's mobile equipment is disrupting the proper performance of the Network, T-Mobile shall be entitled to disconnect the Customer from the Service immediately. For questions concerning the functioning of the mobile equipment, the Customer may contact T-Mobile Customer service.

9.3 With exception to the provisions of article 9.8 ("Roaming") or if otherwise agreed within the meaning of article 2.3, the telecommunication traffic created by the Customer must originate on the Network of T-Mobile. Therefore the Customer is not permitted to use the Service if the telecommunication traffic created originates on the fixed or mobile public telecommunication network of another provider than T-Mobile, or the company network of the Customer.

9.4 In order to safeguard the integrity of the Network in as far as possible, the Customer is not permitted to create telecommunication traffic that lacks one or more of the required identifying codes (being: MSISDN, IMSI and IMEI).

9.5 The Customer is responsible for every use of his/her connection and is therefore liable for all call charges that are incurred.

9.6 T-Mobile can provide access codes for certain services. The Customer must protect these codes from being made known to unauthorised persons. The Customer is responsible for all use that is made of the access codes. In the case of (suspicion of) unauthorised use, T-Mobile is entitled to block access codes immediately.

9.7 The Network functions by means of the distribution of radio signals. Since it is possible that these radio signals can be disturbed by an external source and/or by certain atmospheric conditions and since they are dependant on the radio coverage of the Network, the quality of a connection in all places and at all times can not be guaranteed. Therefore T-Mobile does not extend any guarantee for such.

9.8 T-Mobile is entitled to make adjustments regarding the countries and/or networks from which it is possible to call and be called from abroad ("Roaming"). The Customer may use the network(s) indicated for a specific country, subject to the possibilities of use, quality, and the regulations that apply in and to the relevant country or network. T-Mobile does not guarantee the quality of these networks. Different rates may apply to Roaming for incoming and outgoing telecommunication traffic. These rates can be subject to continuous change. The current rates may be obtained from T-Mobile Customer Service or by consulting T-Mobile's website at www.t-mobile.nl.

10. Term of the Agreement; termination by the Customer

10.1 The Agreement is entered into for a minimum contract period of twelve months.

10.2 The Customer may terminate the Agreement in writing as per and after the expiration of the minimum contract period, sent to T-Mobile Customer Service (P.O. Box 16272, 2500 BG The Hague) stating his/her name, address, postcode, place of residence, mobile telephone number and the date on which he/she wishes the termination to take effect, subject to a 3-month notice period. This period commences on the last day of the invoice term in which the notice is received by T-Mobile. If the Customer terminates a part of the Agreement without terminating the entire Agreement, the notice period as referred to in this article shall also apply for that part.

10.3 After the minimum contract period has expired, the Agreement will be automatically renewed for an indefinite period of time.

10.4 Upon termination of the Agreement by the Customer, all claims the Customer might have against T-Mobile will lapse.

11. Disconnection and termination by T-Mobile

11.1 T-Mobile may disconnect the Customer fully or partially from the Service or additional service, without notice of default being required, if:

- the Customer fails to comply with his/her obligations under the Agreement or fails to observe the requirements that can be set for reasonable use, including excessive use of the Service or an additional Service;
- upon or after concluding the Agreement, the Customer provides T-Mobile with incorrect or incomplete information.

11.2 Disconnection shall take place without the Customer being entitled to any compensation. The disconnection will be lifted when T-Mobile determines that the Customer has fulfilled all of his/her obligations. The Customer shall meet the disconnection costs and those for reconnection. Disconnection of the service does not release the Customer from any of his/her obligations under the Agreement.

11.3 If, 14 days after the Customer has been given the opportunity to fulfil his/her obligations by T-Mobile in writing, T-Mobile concludes that the Customer has still failed to do so, T-Mobile is entitled to terminate the Agreement, upon which all claims of the Customer against T-Mobile will lapse. The Customer is liable for all damages, including lost income, which T-Mobile suffers as a result of the Customer's breach and the subsequent dissolution of the Agreement.

11.4 T-Mobile is entitled to dissolve the Agreement in the case of bankruptcy, moratorium, debt restructuring or if the Customer is placed under curatorship, unless the curator/trustee/administrator expressly states that he wishes to continue the Agreement and provides security as referred to in article 8.6. In the case of dissolution by T-Mobile in accordance with this article 11.4, the Customer owes all remaining remunerations with regard to the Agreement for the remaining minimum contract period immediately.

11.5 In the case that the Customer accumulates unusually high costs over a limited period of time, T-Mobile is entitled to make certain destinations and services for which above average rates apply inaccessible to the Customer until the Customer has made an advance payment as referred to in article 8.6

11.6 In the event of termination, withdrawal or amendment of the licences required by T-Mobile with regard to the Service or the Network, or if technical or business economic considerations so dictate, T-Mobile shall be authorised to terminate the Service, with due observance of a 3-month notice period.

12. Content and Content services

12.1 There may be intellectual property rights on Content and Content services. The Customer may only use Content and Content services for personal, non-commercial use. The Customer is not permitted to process, copy, send to third parties or reproduce or disclose Content and Content services in any other manner, unless permission has been given for such by T-Mobile or the third party from whom the Content and Content services have been purchased.

12.2 T-Mobile points out that receiving or sending of certain Content can cause more data traffic than the size of the received or sent file itself.

12.3 The Customer is responsible for having the correctly functioning required (mobile) equipment and software applications needed for the Content and Content services. T-Mobile points out that certain Content and Content services are only suitable for specific (mobile) equipment. T-Mobile is neither responsible nor liable for the non-functioning or incorrect functioning of Content and Content services as a result of defects in the (mobile) equipment and software of the Customer. T-Mobile is neither responsible nor liable for loss or damage of Content that is saved in the memory of the (mobile) equipment or on other carriers on which the Customer saves the content.

12.4 T-Mobile is neither responsible nor liable for the content and operation of Content and Content services that the Customer purchases from third parties.

12.5 The Customer shall adhere to the additional rules that are set with regard to the Content and Content services.

12.6 Even though T-Mobile shall make every effort to achieve the greatest possible availability of Content and Content services, T-Mobile expressly does not guarantee uninterrupted or undisturbed availability of Content and Content services.

12.7 T-Mobile retains the right to change, temporarily discontinue or stop Content and Content services without prior notice.

13 Maintenance and malfunctioning

13.1 T-Mobile may put the entire Network, or part of it, out of operation for maintenance. T-Mobile shall announce this in good time and in advance, unless it concerns a short or limited interruption only.

13.2 Malfunctions, if any, will be investigated by T-Mobile as quickly as possible. T-Mobile shall make every effort to solve the malfunctions as quickly as possible.

13.3 T-Mobile is authorised to alter the technical characteristics of the Service and/or the Network. T-Mobile shall not temporarily restrict or shut down the Service without adequate or urgent cause.

14. Transfer of the Agreement

14.1 The Customer may not transfer, resell or in any other way provide third parties with his/her rights and obligations under the Agreement including the use of the Service without written consent from T-Mobile.

15. Use and processing of personal data

15.1 The personal data acquired by T-Mobile will only be used for the purposes as laid down in the registration with the College bescherming persoonsgegevens (the Dutch Data Protection Board) in The Hague. The processing of personal data serves the following purposes:

- to assess an application for a Connection;
- to conclude and execute the Agreement that results from a Connection;
- to analyse the use that is made of the Network;
- to increase turnover and expand the number of customers by actively approaching the T-Mobile customers with offers of products and services;
- to prevent fraud and to stimulate T-Mobile's continuity;
- to provide information to credit registration organisations (amongst which the Stichting Bureau Krediet Registratie (BKR) in Tiel) in order to prevent excess credit and to prevent Agreements from being concluded with people who have not fulfilled their financial and other obligations, and
- to comply with statutory obligations.

15.2 T-Mobile shall process the personal data in accordance with the law and in a proper and careful manner. Personal data shall only be kept for as long as is necessary to achieve the above-mentioned purposes. Further information about the processing of personal data by T-Mobile is given in T-Mobile's "Privacy Statement" (see www.t-mobile.nl). The Privacy Statement is available free of charge from T-Mobile Customer Service.

15.3

T-Mobile shall take all technical and organisational precautions to protect the personal data against loss and any form of unlawful use.

15.4 The personal data collected by T-Mobile shall not be processed in a manner that is incompatible with the purposes for which it was obtained. This data shall in any case be further used:

- in order to provide specified invoices, unless the Customer has agreed upon a manner of protection with T-Mobile, as offered by T-Mobile;
- for the marketing of products that are related to the T-Mobile products, unless the Customer has objected to his/her personal data being used for this purpose;
- for inclusion in telephone directories or with subscription services. To this end, name, address, post code, place of residence, and telephone number will be made available, unless the Customer has objected to such inclusion;
- in order to develop a system for the processing of personal data of Customers who have been disconnected from the Service due to late payment, or of those Customers who have seriously defrauded, or tried to defraud, T-Mobile. The personal data that will be processed in connection herewith is also intended to be submitted to other providers of (mobile) telecommunication services.