General Terms and Conditions

Message To The Moon · version 11.1

Notice on this translation. This document is an English translation of the Dutch general terms and conditions "Algemene Voorwaarden Message To The Moon", version 11.1, as published by Message To The Moon B.V. (registered with the Netherlands Chamber of Commerce under number 72828617) at messagetothemoon.nl. The translation is provided for the convenience of non-Dutch-speaking customers only. **Only the Dutch text is legally binding.** In the event of any difference in wording, interpretation or scope between this translation and the Dutch original, the Dutch original prevails. The Dutch original is available at www.messagetothemoon.nl and is supplied free of charge on request via support@messagetothemoon.nl.

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THE EIGHT INTERGALACTIC VALUES OF MESSAGE TO THE MOON

1. Every customer is king

2. A contract is a contract — always transparent and clear, and for at least a year, because that is better value

Message To The Moon stands for transparent arrangements. In order to keep prices low and the quality of service high, it is important to record those arrangements in a contract. Message To The Moon purchases its services for the long term, and that produces an advantage for its customers. For that reason Message To The Moon does not conclude contracts with customers for a period of one month, but always for a minimum term of one year or longer, described transparently and clearly.

3. Always the best possible solution

Message To The Moon wants to be the knowledge expert for its customers. No jargon, but plain words. Genuine attention. Always with the best possible solution for customers who place their trust in us.

4. We like solving things

Message To The Moon stands for mutual trust. We are entrepreneurs, so a deal is a deal. If something does go wrong, we always solve it together.

5. Automating things brings real benefits

Message To The Moon keeps prices low by communicating in an automated way. That also means customers are always kept informed about maintenance, faults, invoices and contract matters.

6. Put it in writing

Customers can contact the Message To The Moon helpdesk 24 hours a day by telephone, email, post or chat, for answers to urgent and less urgent questions. All answers are also confirmed in writing. Simple as that.

7. Legislation always comes first

The privacy and the rights of Message To The Moon customers are sacred. Message To The Moon sleeps with the Dutch Telecommunications Act and the General Data Protection Regulation under its pillow.

8. We do not only aim for the moon — we also give something back to the earth

For that reason Message To The Moon applies the strict ISO 26000 and ISO 27001 standards for sustainable business. Our ambition is to become greener than KPN.

ARTICLE 1 DEFINITIONS

General Terms and Conditions: these General Terms and Conditions.

Customer Equipment: equipment owned or managed by the Customer, with the exception of equipment made available by or on behalf of the Supplier.

Equipment: all equipment made available to the Customer by or on behalf of the Supplier for the provision of the Services.

Contract Period: the period for the provision of Services as agreed between the Customer and the Supplier and stated on the Order Confirmation or, if the contract period is not stated on the Order Form, as set out in these General Terms and Conditions.

Service or Services: all services provided by the Supplier to the Customer.

Service Description: the specification of a Service to be performed by the Supplier.

Next End Date (N.E.D.): the end date of an Order. Every Order has its own commencement date and its own N.E.D., including where the Service Contract is performed in parts. The N.E.D. of an Order is the date on which the Service under that Order was made available, plus the initial term X + Y. If an Order is delivered later than foreseen, its N.E.D. moves with the delivery date. The N.E.D. of the Service Contract as a whole is the N.E.D. of the Order delivered last. Notice of termination, the Final Statement and the final settlement apply per Order. On early termination, administration costs of EUR 79 (excluding VAT) per Order are charged. If notice is not given in time before the end of period X, the Order continues during period Y up to and including the agreed initial term of X + Y. At the end of the initial term the Customer receives a renewal offer; see article 11.4.

Renewal Term: the term by which the Service Contract is renewed after the end of the initial term (X + Y), as stated in the renewal offer. If no renewal term has been agreed, the Renewal Term equals period Y. If Y is zero months, the Service Contract continues on a monthly basis with one month's notice. The renewal offer is communicated to the Customer in advance (opt-out) so that discounts are retained in exchange for the duration of the Renewal Term. See article 11.4.

Fair Use Policy (FUP): the conditions imposed by the Supplier on the use of services with an unlimited user allowance.

Customer: the (legal) person who enters into a Service Contract with the Supplier.

Costs: the amounts the Customer owes the Supplier for the Services provided to it by the Supplier, as further described in Article 7.

Credit Limit: the amount notified by the Supplier to the Customer from time to time, being the amount the Customer may owe before the Supplier requests the Customer to make a payment, as further set out in Article 8. Where no specific Credit Limit has been agreed with the Customer, it is deemed to be EUR 100.

Supplier: Message To The Moon B.V., registered with the Netherlands Chamber of Commerce under number 72828617, with its address at Weesperplein 4B, Amsterdam, the Netherlands.

Minimum Monthly Costs: a minimum amount, as recorded by the Supplier, which the Supplier may charge the Customer per month regardless of any use of the Service by or on behalf of the Customer: the "minimum spend". The minimum spend equals the expectation the Customer created when entering into the contract by providing consumption indications.

Network: the communications network managed by the Supplier or an Affiliated Company.

Telecomprotect: during the agreed contract period the Supplier reserves the right to protect the Customer against number migration. If the Customer gives notice of termination in accordance with the conditions, Telecomprotect is switched off. A porting request is refused only where the end date of the Order falls more than three months after the requested porting date; in that case no declaration of intent is assumed for that date. Porting as per the end date remains possible. The Supplier informs the Customer and the requesting provider of the refusal and of the earliest possible porting date.

Opt-out: an intended change to a clause in an agreement concerning duration, term and price gives the Customer the right to terminate the contract free of charge up to 30 days before that change takes effect.

Order Confirmation: the electronic and written confirmation of the agreement, including the Service Description, as concluded between the Supplier and the Customer and sent by the Supplier to the Customer.

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Order Form: an order validly signed by the Customer in respect of Services offered by the Supplier, submitted by means of the Supplier's standard form or in another manner accepted by the Supplier, including the return of a signed reply card and the placing of an order by telephone.

Switching Window: the period of three months after the end date of an Order during which the Customer may switch to another provider while retaining its numbers. If the switch has not been completed within those three months, the final settlement follows and EUR 90 per number per month is charged to keep the number active, or the number is withdrawn. See article 11.13.

Service Contract: the Order Form, the Order Confirmation, the SLA, these General Terms and Conditions and, in the case of ICT services, the FENIT conditions together form the Service Contract.

Service Level Agreement (SLA): the document describing the level of service in relation to the Services.

Final Statement: the statement by which, on departure before the end date of an Order, the total amount of Costs, outstanding invoices and the remaining months of that Order becomes immediately due and payable. The Final Statement is issued pro forma and is only made final and entered in the administration on payment, or as soon as the claim is passed to debt collection, in which case it is carried as an outstanding balance. See articles 7.5.C, 11.2, 11.7 and 11.11.

Contract Break Point: in an X + Y contract there is an intermediate opportunity to terminate the service contract against payment of a fee, observing a notice period of three months, unless agreed otherwise in writing.

ARTICLE 2 GENERAL PROVISIONS

2.1 These General Terms and Conditions apply to all offers and agreements of the Supplier.

2.2 In the event of a conflict or difference between a provision in the order confirmation and a provision in these General Terms and Conditions, the provision in the Service Contract prevails in so far as it concerns subjects that can be further agreed by means of the Service Contract.

2.3 The applicability of any purchasing or other conditions of the Customer is expressly rejected.

2.4 The rights and obligations under the agreement may be transferred by the Supplier at any time to another entity without any change to the conditions, in respect of both price and term.

ARTICLE 3 THE SERVICES

3.1 The Supplier will provide the Customer with Services in accordance with what has been recorded in the Service Contract.

3.2 The Supplier has the right to modify the Services or to replace certain components, provided that the essential character of the Service is maintained.

3.3 **The Supplier is entitled to perform the Service Contract in parts. If this occurs, the Supplier is entitled to invoice each delivered part separately from the moment that part has been delivered. Every Order has its own commencement date and its own end date, including in the case of partial delivery; notice of termination and the Final Statement apply per Order. Where the Supplier is waiting for information and/or action from the Customer, it is entitled to charge the costs prior to actual delivery.**

3.4 Message To The Moon reserves the right, where there is a change to the duration, term or price of a term contract, to notify the Customer with 30 days' notice and, in the absence of an explicit opt-out, to implement the proposed change in full.

ARTICLE 4 FORMATION OF A SERVICE CONTRACT

4.1 After the Customer agrees to the requested Service, the Supplier confirms this by means of an electronic or written Order Confirmation. The Order Confirmation, the relevant Order Form, the SLA and these General Terms and Conditions together form the Service Contract.

4.2 By means of the Order Form the Customer authorises the Supplier to terminate the subscription with a previous supplier if the Supplier considers this necessary in order to proceed with the provision of the Service.

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The Customer also authorises the Supplier to submit applications to, among others, regulators such as the ACM & ITU for, among other things, the termination, porting and activation of its numbers. The Supplier activates and ports all of the Customer's service numbers that are and will be registered with regulators such as the ACM & ITU as standard.

4.3 The Supplier is not obliged to accept the Order Form completed by the Customer. If the Supplier does not accept the Order Form, the Customer is not entitled to any compensation.

4.4 The Supplier will provide the Service in accordance with the provisions of the Service Contract and with all reasonable care and skill.

4.5 Unless the Customer informs the Supplier in writing, with reasons, within five working days of delivery of the Service that the Service does not function in accordance with the Service Contract, the Service is deemed to have been delivered as agreed.

ARTICLE 5 OBLIGATIONS OF THE CUSTOMER

5.1 The Customer will not use the Services for unlawful purposes.

5.2 The Customer will notify the Supplier immediately if passwords or other confidential information provided by the Supplier to the Customer have become known to an unauthorised user.

5.3 The Customer will connect only equipment and/or networks to the Network that the Supplier has approved and that, where applicable, have been approved and meet the standards for normal use, and for which the Customer holds a valid licence where necessary.

5.4 During the term of the Service Contract the Customer will comply with the reasonable instructions provided by the Supplier for the use of the Services.

5.5 The Customer will not provide any information or warranty concerning the Services to third parties.

5.6 The Customer indemnifies the Supplier against all third-party claims and against all damage, costs (including legal costs) and expenses that the Supplier has to incur as a result of the Customer (or its own customers) failing to comply with the Service Contract in respect of the Services.

5.7 If the Customer has entered into a subscription with the Supplier under which the Customer can make unlimited use of services at a fixed price agreed in advance, a Fair Use Policy (FUP) applies to that subscription. The FUP provides that if a monthly evaluation shows that the Customer consumes 15% more than the unlimited amount, the subscription will be adjusted. The full FUP is available on the website (www.messagetothemoon.nl/fup).

ARTICLE 6 CUSTOMER EQUIPMENT

6.1 If Customer Equipment is located on the Supplier's premises, or vice versa, the Customer agrees to the following:

- the location of the Customer Equipment will be determined by the Supplier. The Supplier will be entitled, giving reasonable notice, to change the location at which the Customer Equipment is installed;
- the Customer will ensure that no landlord/tenant relationship arises;
- on termination of the relevant Service Contract the Customer will remove the Customer Equipment from the Supplier's premises without delay. If the Customer fails to do so, the Supplier has the right to remove the Customer Equipment concerned at the Customer's expense and risk;
- the Customer will not disclose user names, passwords or information about security certificates to unauthorised persons and will not retain any keys or passes giving access to the Supplier's premises;
- the Customer will take out adequate insurance for all Customer Equipment installed on the Supplier's premises;
- the Customer will ensure that persons entering the Supplier's premises on the Customer's behalf: cause no damage to persons or property; carry identification; perform no acts in respect of other equipment on the Supplier's premises; inform the Supplier one working day in advance; and observe all health and safety rules of which the Supplier informs the Customer from time to time.

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ARTICLE 7 COSTS

7.1 **Unless stated otherwise, the Costs are exclusive of VAT; the Supplier will add the amount of VAT to the invoice amount.**

7.2 **Indexation. Once the Supplier and the Customer have agreed the Costs for the provision of Services, those Costs apply for the agreed contract period or another agreed period. Twice a year, on 1 January and on 1 July, the Supplier may apply a reasonable indexation based on the consumer price index (CPI) published by Statistics Netherlands (CBS), without notifying the Customer in advance in writing. That indexation follows directly from these General Terms and Conditions, does not constitute a unilateral amendment of the Service Contract and gives the Customer no ground for termination.**

7.2a **Price change. After the end of the contract period or another agreed period the Supplier may change the Costs, in each case only in writing and observing a period of 30 days. A change by which the Costs increase by less than 5.5% does not constitute a ground for termination. Where the Costs increase by 5.5% or more, the Customer may terminate the Service Contract or the Order concerned free of charge as per the date on which the change takes effect, by way of derogation from the notice window in article 11.2. In so far as mandatory law gives the Customer a more extensive right, that right applies.**

7.3 Costs relating to the provision of customer-specific purchasing, such as ACM allocation costs, are passed on.

7.3a **The Customer gives notice of termination of the service numbers allocated to it at the end of the Order, or transfers them to another provider. The costs charged by the ACM for those numbers are for the Customer's account until that moment.**

7.4 The Supplier reserves the right to follow KPN's pricing, for example where the Customer switches its services to the Supplier and does not specify all services to the Supplier in advance while those services are in fact taken over on switching.

7.5.A If the Customer does not cooperate on first request with ACM-related requests or with conditions applied by the Supplier, the Supplier reserves the right to pass on administrative costs / compensation to the Customer subject to a minimum of EUR 750.

7.5.B Switching to another provider is preferably done through the COIN switching service. A switching request in which the Customer's declaration of intent is recorded counts as notice of termination as per the earliest possible date; article 11.2 continues to apply. Only where porting takes place without a recorded declaration of intent is the Supplier entitled to charge administrative costs / compensation of EUR 750 for all costs the Supplier incurs as a result of that switch or porting.

7.5.C The Final Statement is issued pro forma. It is only made final and entered in the administration on payment, or as soon as the claim is passed to debt collection, in which case it is carried as an outstanding balance. On payment the Supplier assumes that the Customer has deliberately chosen to buy out the Order concerned.

7.5.D For handling the notice of termination / discontinuation of services and/or preparing the Final Statement, administrative costs of EUR 79 (excluding VAT) per order are charged to the Customer.

7.5.E The Supplier assumes that Telecomprotect is switched on. If the Supplier receives a switching or porting request without a recorded declaration of intent, the Supplier must contact the intended new provider; those costs are higher than they would be if the Customer had given notice itself. To avoid the administrative costs of EUR 750 the Supplier advises the Customer to serve out the Service Contract, to use the COIN switching service of the new provider so that the declaration of intent is recorded, or to terminate the Service Contract in writing on the Customer's letterhead in accordance with article 11.2.

7.6 The Supplier reserves the right to pass on all administration costs where necessary. These include EUR 1.25 for receiving the invoice by post and EUR 2.50 per invoice where the Customer does not use SEPA B2B (business-to-business) direct debit or another form of collection agreed in writing.

7.7 In the event of a reversed direct debit, the Supplier reserves the right to charge reversal costs subject to a minimum of EUR 25.

ARTICLE 8 PAYMENT CONDITIONS

8.1 The Supplier will send invoices to the invoice address stated on the Order Form or to another address that the Customer has given the Supplier as its invoice address at another time.

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8.2 The Customer's payment obligation is governed by the following provisions:

- rental and hire Costs are invoiced in arrears (whether monthly, quarterly, half-yearly or annually). Costs are made visible per month by means of a specification in the portal, with effect from the date stated in the relevant Service Contract;
- all Costs for the use of the Services must be paid monthly in arrears; other Costs no later than 14 days after the invoice date or in accordance with the provisions of the applicable Service Contract in so far as these differ;
- the Supplier reserves the right to change the invoicing frequency of its services; monthly invoices may, for example, be replaced by quarterly invoices, or quarterly invoices by (half-)yearly invoices;
- if the Customer states that it wishes to pay quarterly, half-yearly or annually for the Services, this is done by means of a deposit / advance invoice sent once per quarter, half-year or year. The actual settlement then still takes place in arrears;
- on signing the agreement the Customer authorises the Supplier, in the case of quarterly, half-yearly or annual invoicing, to charge a deposit equal to the total amount of the desired invoicing period plus 10% for traffic costs. This deposit serves for the prompt settlement of all costs the Customer owes under the agreement. The Supplier may collect the deposit by direct debit. The deposit charged is settled against costs incurred after the end date of the contract, in the switching window. The deposit is not refundable, including in the event of the bankruptcy of either party, and serves as payment for the last three months of the contract and/or the installation costs that were granted as a discount as a gesture of goodwill; At the end of an Order the final settlement is calculated as follows: the deposit paid, plus outstanding debit notes, less the usage over the last three months, less outstanding invoices.
- where the Supplier charges no one-off installation costs and the Customer does not, for whatever reason, serve out the contract, the Supplier reserves the right to reverse the installation costs that were credited in advance or omitted, on the basis of the above principle and the Supplier's standard installation rates applicable at that time.

8.3 The Customer:

- will pay the invoice due within the payment term stated on the invoice. If the Customer disputes the invoice in whole or in part, the Customer must notify the Supplier in writing within 19 days of the invoice date of the exact amounts disputed, stating reasons;
- is not entitled to set off any amount against an outstanding invoice amount;
- is obliged to pay by SEPA B2B (business-to-business) direct debit unless agreed otherwise in writing. The Supplier provides the necessary mandate forms and instructions for this.

8.4 From the moment the Customer fails to pay an invoice to the Supplier, or fails to pay it in full, the Customer is in default by operation of law and all outstanding invoice amounts owed by the Customer to the Supplier become immediately due and payable. The Supplier is then entitled to charge interest of 1% per month or part of a month on all amounts so due, calculated from the date on which payment became due until the date of payment in full. In addition, a reasonable administrative fee of at least EUR 25 is payable for the late payment.

8.5 Without prejudice to the provisions of this Article, the Customer will reimburse the Supplier for all judicial and extrajudicial costs / compensation and expenses incurred in collecting the claim. The extrajudicial costs will be calculated in accordance with the collection tariff of the Netherlands Bar Association, amounting to 15% of the principal sum, subject to a minimum of EUR 250 free of VAT, without prejudice to the Supplier's right to charge the Customer the costs actually incurred and the loss actually suffered.

8.6 The Supplier has the right to amend the payment conditions and the level of the Customer's Credit Limit unilaterally by giving timely written notice.

8.7 The Supplier has the right to set off amounts due from the Customer under a Service Contract against any amounts owed by the Supplier to the Customer.

8.8 The Supplier has the right to suspend performance of the Services at the moment the amount owed by the Customer to the Supplier (including amounts already invoiced as well as amounts for Services already provided but not yet invoiced, including VAT) exceeds the Credit Limit.

8.9 If the invoice amount is less than EUR 20, the Supplier reserves the right to postpone the invoicing of those Costs for up to 12 months from the moment the Costs became due. If the Costs have not been invoiced for a period of more than 12 months because of an administrative error, this Article does not release the Customer from its obligation to pay those Costs.

8.10 Without prejudice to the provisions above, the Supplier has the right to charge the Customer the Minimum Monthly Costs, regardless of the actual use of the Service by or on behalf of the Customer in the month concerned. The minimum level of costs relates to the volume expectation the Customer set out at the time of contracting and amounts to at least 80% of the expected volume.

8.11 The Supplier will meet its payment obligations in respect of remuneration within 50 days of the end of the month and only after receipt of funds from the operator, unless expressly agreed otherwise in writing.

8.12 As long as a Customer or former Customer has outstanding invoices, whether or not with specifications, the Supplier cannot delete the personal and administrative data, on account of the outstanding claim(s) still to be collected.

ARTICLE 9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Customer acknowledges and agrees that it has no right to intellectual property rights that might arise from the use of the Services offered by the Supplier.

9.2 All intellectual property rights used in, embodied in, or connected with the Services will vest in the Supplier or the licence holder. No (intellectual) property right attached to them will pass to the Customer unless expressly agreed.

9.3 The provisions of Articles 9.1 and 9.2 do not relate to intellectual property rights arising from information the Customer itself receives while using the Services.

9.4 The Customer will not perform any (legal) acts that infringe the rights of the Supplier (or of a third-party supplier) in relation to the Services, that restrict those rights or that impede their exercise. The provisions of this Article include, but are not limited to, the use of the Supplier's trade name or of trade marks belonging to the Supplier.

9.5 If the Supplier provides software to the Customer via the internet in order to enable the Customer to make use of the Services, the Supplier will grant the Customer a non-exclusive, non-transferable licence to use the software for that purpose for the term of the Service Contract relating to the Services concerned. The Supplier will periodically inform the Customer of the conditions applicable to that licence in the Netherlands.

9.6 Except where permitted by law and expressly authorised under the Service Contract or another agreement concluded between the Customer and the Supplier, the Customer is not permitted to copy or modify software, manuals or other documents belonging to the Services without the Supplier's prior written consent.

ARTICLE 10 LIABILITY

10.1 Without prejudice to the provisions of Article 10.2, the total liability of the Supplier towards the Customer arising from a Service Contract and/or these General Terms and Conditions, whether in tort (including negligence) or otherwise, is limited to EUR 3,000 per loss-causing event, whereby successive events will be regarded as one event.

10.2 The Supplier bears no liability towards the Customer for:

- loss of profit, failure to achieve expected savings, loss of turnover, worsened prospects, loss of income, loss of time, loss of goodwill or damaged reputation, or the loss of or damage to data (including damage and the restoration of data), fines, or loss suffered by third parties, whether this concerns direct loss, indirect loss or consequential loss;
- indirect or consequential loss, whether or not the Supplier was aware of the circumstances giving rise to the loss, arising from or connected with these General Terms and Conditions and/or a Service Contract.

10.3 The Supplier is not liable for damage, in whatever form, to the Customer's premises caused by the installation, repair or removal of equipment by the Supplier or its auxiliary persons, unless such damage was caused by intent or gross negligence on the part of the Supplier or its auxiliary persons, in all cases subject to the limitations contained in this Article 10.

10.4 The Supplier bears no liability towards the Customer for an event that occurs beyond the Supplier's control, including but not limited to failures by third parties operating beyond the Supplier's control (including other telecommunications companies, equipment suppliers, installers or maintenance engineers), government measures, failures in the provision of services on a third party's network, or any other case of force majeure.

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10.5 The Supplier's liability for failures in the performance of an SLA is limited solely to the compensation arrangement set out in that SLA.

10.6 Except as expressly recorded in these General Terms and Conditions and/or the Service Contract and/or the accompanying SLA, the Customer cannot derive any right from any representations, warranties or promises, whether express or implied, arising from law, custom or otherwise, including as regards quality and fitness for purpose.

ARTICLE 11 TERM AND TERMINATION

11.1 **An Order commences on the date on which the Service under that Order is made available. Every Order is entered into for a period of X + Y = the initial term. X is fixed; Y is agreed per Customer and may be zero months. Unless expressly agreed otherwise, an initial term of 2 + 2 years applies. At the end of period X the Customer may terminate the Order observing the notice period and the notice window in article 11.2.**

11.2 **Notice of termination may be given from six months before the end date of the Order. The notice period is one month. For non-standard services to large customers the notice period is three months. A different notice period applies only where agreed in writing. Notice is valid where it meets all of the following requirements: it is submitted through the invoice portal; it is accompanied by a letter of termination on the Customer's letterhead, signed by a person authorised to sign according to the Chamber of Commerce and preferably signed digitally; and no invoices are outstanding that are more than one month past their due date. The Final Statement is an exception to that last requirement: it does not block the notice of termination, but must be paid before the porting is completed. For handling an early termination, administration costs of EUR 79 (excluding VAT) per Order are charged.**

11.3 **If notice is not given in time against the end of period X, the Order continues during period Y up to and including the agreed initial term of X + Y. If Y is zero months, the Order ends at the end of period X, unless the Customer accepts the renewal offer in article 11.4 or does not respond to it.**

11.4 **Before the end of the initial term the Customer receives a renewal offer. If the Customer does not respond to it within 30 days, the Order is renewed for the Renewal Term and the Customer retains the agreed discounts. If the Customer declines the renewal offer in writing, the Order continues on a monthly basis with one month's notice and the agreed discounts lapse. A different notice period applies only where agreed in writing.**

11.5 **As the end date approaches, the Supplier actively draws the Customer's attention to the possibility of termination and to the renewal offer. If the Customer is in arrears with payment, the Supplier is not obliged to make a renewal offer and may terminate the Order as per the end date.**

11.6 **In addition to its other rights, the Supplier is entitled at all times, without notifying the Customer, to suspend the obligations under the Service Contract:**

- immediately after the Supplier has given the Customer 14 days' written notice in connection with late payment of the Costs and the Customer has not paid after that period; or
- immediately by written notice if the Customer is in serious breach of its obligations towards the Supplier; or
- in the event of bankruptcy or suspension of payments of the Customer (or the Customer's parent company); or
- as soon as the Supplier is obliged to do so pursuant to a decision or rule of a government body or administrative authority.

11.7.1 On termination, the total amount of invoices and Costs owed up to the end date of the Order concerned becomes immediately and fully due and payable by means of the Final Statement. The Customer is not entitled to set off, withhold or suspend payment. Where the Customer leaves before the end date, the notice of termination is only valid once the Final Statement has been paid. If the Final Statement is not paid within the payment term stated on it, the notice of termination is rejected and the Order continues.

11.7.2 On the end date of the Order the Customer must immediately cease using the Service(s) concerned, and the Customer's right to use that Service is terminated with immediate effect.

11.8 **Termination or expiry of an Order or of the Service Contract does not affect accrued rights or obligations, or provisions that were intended to remain, or to become, in force.**

11.9 **In the event that the Supplier suspends the Services to the Customer because of a failure on the part of the Customer, the Supplier may charge the Customer reasonable costs for reactivating the Service.**

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11.10 **If the Customer cancels an existing order in writing before the "PD" (Supplier Promise Date), or asks the Supplier in writing to make a significant change to an existing order (such as a change of address, of the Service(s) or of the point of presence), the Customer must reimburse the Supplier for all cancellation or amendment costs. The amount due is at least 75% of the agreed annual costs for the services and equipment concerned.**

11.11 **If the Customer gives notice of termination of a Service after the PD date but before the end of the Order concerned, all Costs the Customer would owe up to the end of that Order become immediately and fully due and payable by means of the Final Statement. The notice of termination is only valid once that Final Statement has been paid; article 11.7.1 applies accordingly.**

11.12 **If the Customer gives notice of termination of a Service and wishes to continue it with another provider, the switch is made through the COIN switching service. A switching request submitted through COIN in which the declaration of intent is recorded counts as notice of termination as per the earliest possible date.**

11.13 **If the Customer gives notice of termination of a Service without expressly asking for it to be discontinued, the Supplier assumes that the Customer wishes to retain its numbers. For that purpose the Customer has the Switching Window: three months after the end date of the Order. If the switch has not been completed by then, the final settlement follows and EUR 90 per number per month is charged to keep the number active, or the number is withdrawn.**

ARTICLE 12 PROTECTION OF PERSONAL DATA

12.1 The parties agree that they will comply with their obligations under the laws and regulations on the protection of personal data and that they hold all necessary registrations and permits, including (as regards the Customer) those registrations and permits the Customer must hold in order to enable the Supplier to process personal data in connection with the performance of the Supplier's obligations under a Service Contract and/or these General Terms and Conditions. Further information on the processing of personal data by Message To The Moon is given in the "Privacy Statement", which can be found on the Website. The Privacy Statement can be requested at any time via support@messagetothemoon.nl.

12.2 The Customer agrees that, in performing its obligations under a Service Contract and/or these General Terms and Conditions, the Supplier may process personal data as described in, among other things, Dutch data protection legislation, in accordance with the Supplier's Privacy Policy.

12.3 This provision applies only to personal data. The Customer agrees that the Supplier, observing the applicable laws and regulations, collects data about the Customer's use of the Services as well as other personal data the Customer provides to the Supplier, and makes those data available to the following parties, whether or not established outside the European Union:

- Affiliated Companies, for the purpose of using or processing the data for purposes relating to the Supplier's telecommunications services or other services connected with these General Terms and Conditions;
- government bodies or administrative authorities, in order to comply with applicable laws and regulations and instructions imposed on the Supplier by such a body;
- third parties with which the Supplier has agreed that they support the Supplier in providing the Services or in advertising other services. The Supplier does not have the right to sell personal data to those third parties without the Customer's prior consent.

12.4 At the Customer's request the Supplier will provide the Customer with information about all personal data held about the Customer and will correct information the Customer identifies as incorrect.

12.5 The Supplier is entitled to transfer the Customer to its legal successor without requiring the Customer's written consent for this.

ARTICLE 13 CONFIDENTIALITY

13.1 In this Article, "Confidential Information" means all confidential information provided (in writing, orally, directly or indirectly) by one of the parties to the Service Contract (the "Disclosing Party") to the other party (the "Receiving Party"), before or after the conclusion of the Service Contract, including but not limited to information

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relating to the Disclosing Party's products, its activities, business processes, intentions, product information, know-how, trade secrets, intellectual property rights, market conditions and business operations. These General Terms and Conditions, the Service Contract and its provisions also fall within the concept of "Confidential Information".

13.2 During the term of a Service Contract and after its expiry, the Receiving Party will:

- refrain from using Confidential Information for any purpose other than performing its obligations under a Service Contract and/or these General Terms and Conditions;
- not disclose any Confidential Information to third parties, unless this is done with the prior written consent of the Disclosing Party or in accordance with the provisions of Article 12;
- use its utmost efforts to prevent the use or disclosure of Confidential Information.

13.3 The Receiving Party is permitted to disclose Confidential Information to its directors, employees and subcontractors (hereinafter: "Third-Party Recipient"), provided that such disclosure is necessary for the performance of a Service Contract.

13.4 Before disclosing Confidential Information to a Third-Party Recipient, the Receiving Party must satisfy itself that the Third-Party Recipient is aware of the Receiving Party's obligations under these General Terms and Conditions and that the Third-Party Recipient will comply with those obligations as if it were a party to the Service Contract.

13.5 The provisions of paragraphs 2 to 4 do not relate to Confidential Information:

- which, at the time the Service Contract took effect or at any time thereafter, was already known to persons other than the Receiving Party, unless this occurred through a failure of the Receiving Party or a Third-Party Recipient;
- of which the Receiving Party can demonstrate, to the satisfaction of the Disclosing Party, that the Receiving Party was already aware at a time before disclosure by the Disclosing Party to the Receiving Party;
- which comes to the Receiving Party's knowledge other than under the Service Contract and which comes to its knowledge without restrictions as to use or disclosure; or
- which must be made public under applicable laws and regulations.

ARTICLE 14 RETENTION OF TITLE

14.1 All goods delivered by the Supplier under the agreement remain the property of the Supplier until the Customer has properly performed all obligations under the agreement(s) concluded with the Supplier. The Customer is not authorised to pledge or otherwise encumber the goods subject to retention of title.

14.2 If third parties attach the goods delivered subject to retention of title, or wish to establish or assert rights in them, the Customer is obliged to notify the Supplier immediately.

14.3 The Customer undertakes to insure the goods delivered subject to retention of title and to keep them insured against damage or misappropriation. In the event of any payment under the insurance, the Supplier is entitled to those monies.

14.4 **Equipment made available by or on behalf of the Supplier must be returned by the Customer within 14 days of the end of the Order concerned, to the address indicated by the Supplier and in the condition in which it was received, fair wear and tear excepted. Where a device is not returned within that period, the Supplier charges the purchase value of that device according to the Supplier's price list in force at that time, subject to a minimum of EUR 500 (excluding VAT) per device to cover the administrative handling and the replacement. The same applies pro rata to equipment returned damaged or incomplete.**

ARTICLE 15 FINAL PROVISIONS

15.1 The Service Contract is governed by Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.

15.2 Any disputes will be dealt with by a competent court in Amsterdam.

15.3 **The Supplier is entitled to amend these General Terms and Conditions. The amendments take effect one month after publication or on a later date stated in the publication. Until the effective date the previous version continues to apply in full.**

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15.4 A Service Contract contains all arrangements in force between the Supplier and the Customer in respect of the Services and replaces all earlier written and oral arrangements made between the Supplier and the Customer in that respect, with the exception of arrangements expressly excluded from it.

15.5 If any provision of these General Terms and Conditions and/or the Service Contract is invalid (in whole or in part), the remaining provisions of these General Terms and Conditions and/or the Service Contract remain in full force. The invalid provision will furthermore be deemed to be replaced by a provision with as far as possible the same purpose.

15.6 The Customer is not permitted, during the term of a Service Contract and for a period of six months after its termination, to offer employees of the Supplier employment with the Customer or to make attempts to do so.

15.7 Numbers allocated by the Supplier to the Customer may be changed by the Supplier for operational or other reasons, with due regard for reasonableness and fairness.

15.8 The Customer gives the Supplier permission to make public statements about the fact that the Customer is a customer of the Supplier. Unless the Customer has consented to this in writing, such statements will not mention anything about the financial interest of the Services, nor about any other material element of them. The Customer is not permitted to make statements about this that may be harmful to the Supplier, on pain of a penalty of at least EUR 1,000 per day for as long as this continues.

15.9 The Customer is not entitled to assign or otherwise transfer a Service Contract or the rights and obligations under it without the prior written consent of the Supplier, which consent will not be unreasonably withheld or delayed. If the Customer wishes to assign or otherwise transfer the Service Contract or the rights and obligations under it to an Affiliated Company or another party, the Customer must submit a written request to that effect, stating reasons, to the Supplier at least three months before any transfer. The Supplier is entitled to assign or otherwise transfer a Service Contract or the rights and obligations arising from it to an Affiliated Company with an equivalent financial position.

15.10 The Supplier has the right to have its obligations under a Service Contract and/or these General Terms and Conditions (including maintenance obligations) performed by a third party without the Customer's prior consent, on the understanding that the Supplier remains responsible for the performance of those obligations.

15.12 **Transition. This version was published on 30 October 2026 and applies with effect from 2 November 2026 to every Order placed on or after that date. For Service Contracts and Orders already running on the date of publication, this version takes effect one month after that publication in accordance with article 15.3; until that moment version 11-2026 continues to apply in full to those Service Contracts and Orders.**

15.13 **These General Terms and Conditions have been drawn up in Dutch and translated into English. Only the Dutch text is binding. In the event of any discrepancy between the Dutch text and this English translation, the Dutch text prevails.**

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