

General Terms and Conditions of CQ-Net Live services

Introduction

These General Terms and Conditions only relate to the use of Services and additional services of CQ-Net Live. Other products and services of the Eurocom Group fall outside the scope of these General Terms and Conditions. Insofar as the Eurocom Group also delivers other peripheral equipment or other facilities this will take place on the basis of separate agreements to which other Terms and Conditions will apply.

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Chapter 1 General

Article 1.1 Definitions

Form of offer: An offer for a connection and/or Service with the accompanying options for use, rates and Terms and Conditions.

Offeror: The Eurocom Group or one of its Service Providers or its Resellers.

Connection: The possibility to make use of one or more services of CQ-Net Live with the peripheral equipment that is suitable for this purpose, as well as the Additional Services purchased thereby and any Services of Third Parties.

General Terms and Conditions: The present General Terms and Conditions for CQ-Net Live services of the Eurocom Group.

Consumer: The Contracting Party that uses a Connection and Service, other than in the exercise of a profession or business.

Contracting Party: Those who have concluded an agreement for a Connection and Service(s) with the Offeror.

CQ-Net Live: A platform for security and comfort applications which is accessible to the public.

Service: The offered functionality that is purchased by the Contracting Party in addition to the Connection.

End-user: The natural person who makes actual use of a Connection and Service.

Eurocom Group: Operator of the CQ-Net Live platform.

Month: A calendar month

Network: The entirety of the infrastructure to have the Services function in CQ-Net Live.

Peripheral equipment: A transmitter and/or receiver device that is suitable as peripheral equipment to be connected to CQ-Net Live by means of a Connection.

Service Provider: a legal entity that functions as the reseller of the CQ-Net Live services of the Eurocom Group and offers these to its (potential) clients and which has concluded a Business Partner Agreement with the Eurocom Group for this purpose.

Communication costs: The payments owed by the Contracting Party, which depend on the use of a Service and which comprise of payments for the communication that has been effected or otherwise achieved.

Reseller: The legal entities that function as the reseller of the Service Provider of the Eurocom Group and that offer the services of the Service Provider of the Eurocom Group to its (potential) clients.

Working days: Monday up to and including Friday, except for public holidays that are generally recognised in the Netherlands.

Article 1.2 General

1. These General Terms and Conditions apply to each offer for Services and apply to the agreements between the Offeror and the Contracting Party for the delivery thereof.
2. The applicability of the general terms and conditions applied by the Contracting Party is hereby expressly excluded.
3. Parties can, with due regard to these General Terms and Conditions, add Services to a Connection or amend or terminate the Connection or the Services. The further agreement for this purpose will come into effect in one of the following events:
 - a. by actual use of the Service concerned; or
 - b. in accordance with the manner as set out in article 1.3 and 2.1 of these General Terms and Conditions; or
 - c. in another manner, as stated by the Offeror in a specific case.These General Terms and Conditions apply to each further agreement that has come into effect accordingly.
4. The General Terms and Conditions do not apply to agreements with third parties, which are entered into by the Contracting Party (or by the End-user) with the aid of a Connection, but do apply to the use of the Connection to have these Services reach third parties.
5. Additional terms and conditions can apply to specific forms of offers, which will be notified by the Offeror and which will be declared applicable.
6. Any codes of conduct endorsed by the Offeror and that are relevant in the context of the Connection are set out on its Internet Site. Insofar as relevant these codes of conduct apply to the agreement for a Service.
7. If the Contracting Party is not the End-user, the Contracting Party will guarantee the fulfilment by this End-user of the obligations agreed to by the Contracting Party.

Article 1.3 Agreements concluded by electronic means

If and insofar as an agreement is offered, or comes into effect, through electronic means (also included in this context by telephone), the provisions of this article will also apply:

1. General data with regard to the Offeror, as the offeror of Services, such as the registers that are relevant in this context, which the Offeror is registered in and VAT identification numbers can be consulted on the Internet Site.
2. If due to or at the risk of the Contracting Party data is entered by electronic means in order to have an agreement come into effect, the Contracting Party guarantees the accuracy of the assignments provided and the accuracy of the data set out therein. The Offeror is not obliged but is entitled to verify the accuracy of the stated data.
3. A Consumer can terminate an agreement without stating reasons, if and insofar as this concerns a distance agreement as referred to in Section 46a under a Book 7 of the Civil Code, within 7 Working Days after the coming into effect thereof (or as the case may be, if applicable, within 7 Working Days after receipt by the Contracting Party of the means of access, such as the security code and/or the required applications and/or software). This right of termination does not apply if the using and/or consulting of the Service concerned by, with the knowledge of, or at the risk of the Contracting Party, has commenced within the period of 7 Working Days, or as the case may be if this right does not apply on the basis of the law.

Article 1.4 Number allocation

1. The Contracting Party must have one or more numbers available for the purpose of the use of a Connection, which number(s) will be allocated by the Offeror to the Contracting Party.
2. The Offeror will be entitled to change a number in the event of changes in a national number plan, changes in the number allocation made by the Independent Post and Telecommunications Authority, as well as changes in a Service and/or a Network, or in other events that make a change of number necessary.
3. The Offeror will not implement a change of number on the basis of the secondment subclause any earlier than three months after the change was notified, unless an earlier change is necessary in the given circumstances.

Article 1.5 Change in a Service or a Network

1. The technology characteristics of a Service or of a Network can be changed by the Offeror to continue to fulfil the requirements of the time and the state of the art of technology.
2. The Offeror can terminate or change the provision of service wholly or in part related to the termination, change or withdrawal of the licence required for the installation and operation of a Network. The Offeror will inform the Contracting Party of the affected Service regarding this termination no later than three months in advance, unless that is not reasonably possible.
3. If the Offeror terminates the provision of service on the basis of the previous subclause, the existing agreements for the Service(s) concerned will terminate no later than on the date on which the provision of service referred to is terminated. The Offeror will in that event, if possible, offer a replacement Service to the Contracting Party.
4. In addition to the provisions of the third subclause the Offeror will be entitled to terminate or change (the form of an Offer of) a Service, with due regard to a notification period of at least three months, if operational, technical, or business-economical reasons give cause thereto. The provisions of the previous subclause apply thereby *mutatis mutandis*.
5. The Offeror is also entitled to terminate or change (the form of an Offer of) an Additional Service, with due regard to a notification period of at least one month, if operational, technical, or business-economic reasons or time requirements give cause thereto.

Article 1.6 Use

1. The Contracting Party guarantees all the use that will be made of its Connection, whether or not this takes place without its permission or knowledge. All realised communication costs and other costs ensuing from the use of the Connection are at its expense with due regard to article 1.11.
2. A Connection can only be used in combination with Peripheral Equipment that meets the requirements applicable thereto. The consequences of the use of equipment that does not meet these requirements, including any financial consequences, will be at the expense and risk of the Contracting Party. The Peripheral Equipment can differ in functionality, which may have consequences for the possibilities for use of Services. The Eurocom Group can determine that specific Peripheral Equipment can only be used in combination with specific forms of offer.
3. It is not permitted to misuse a Connection and/or Services, for example by executing, having executed or allowing to be executed, any acts:
 - a. that, in conflict with the intention of the Service, limit the amounts owed by the Contracting Party or a third party to the Offeror;
 - b. as a result of which breakdowns in Services and/or Networks or other (computer) networks or infrastructures are caused, or nuisance or unforeseen use with regard to this will be caused;
 - c. as a result of which third parties will be bothered or threatened, or as the case may be infringement is made in another manner of their personal privacy;
 - d. that are in conflict with the applicable legislation and regulations.
4. If the communication traffic is hindered by the use of a Service or connected Peripheral Equipment, the Contracting Party will be obliged to follow the instructions to be provided by the Offeror and to accept the financial consequences attached thereto. If in the opinion of the Offeror this is necessary, the Offeror can, whether or not related to a specific Service, promptly make the Connection (temporarily) unavailable wholly or in part.
5. The Contracting Party guarantees that the Contracting Party will have the rights of use that are required for the use of a Service.

6. The Contracting Party will not execute any acts or omissions toward the Offeror or third parties, regarding which the Contracting Party is aware, or reasonably ought to have been aware, that this act or omission is liable to punishment or wrongful toward the Offeror or third parties. The Contracting Party guarantees specifically that neither the Contracting Party, nor an End-user, through or with the aid of the Connection:
 - a. will spread (computer) viruses or will misuse access privileges.
 - b. will contravene security measures or will intentionally stagnate or make any attempt to stagnate equipment, which is directly or indirectly connected to the Network.
 - c. will change data of a third party or make data of a third party unusable without permission from this third party, or add data to the data of a third party without permission from this third party.
 - d. will send (or have sent) unsolicited large quantities of messages with the same or comparable contents, or will disclose large quantities of information with the same or comparable contents.
 - e. will pretend to be another (misleadingly), for example by making use of an address, with which he/she pretends to be the sender of a specific message from a third party without permission from this third party.
 - f. will act in conflict with regulations that have been issued stating that it is not permitted to forward a Service or received or saved messages or information to third parties or to disseminate these otherwise.

The Contracting Party will comply with and will regularly consult any addendums to these regulations, as stated by the Offeror on its Internet Site.

7. Particularly with regard to services of third parties, in addition to that which is determined elsewhere in these General Terms and Conditions and having regard to the nature of the provision of service and the technology used, the following applies:
 - a. The Offeror does not guarantee the success of transactions that are (partly) executed with the aid of and/or for the benefit of a service of third parties.
 - b. The Offeror does not guarantee the consequences of the saving of messages or information by the Contracting Party, in particular with regard to any automatic generating of data traffic, or the automatic forwarding, changing, or loss of the data saved by the Contracting Party.

Article 1.7 Security codes

1. The Offeror can make use of security codes for the purpose of the use of, the access to, or the making of payments for Services and/or service of third parties.
2. The Contracting Party will be responsible for the confidentiality, the saving and the securing of the security codes. The Contracting Party indemnifies the Offeror against the consequences of every use of the security codes by the Contracting Party or by third parties.
3. The Contracting Party must inform the Offeror immediately when the Contracting Party is aware of unauthorised use of their security codes, or as the case may be when the Contracting Party seriously suspects this. The Contracting Party can also request that the Offeror blocks a security code if and insofar as this has been stated in a specific form of offer.
4. If the Offeror is aware of unauthorised use of a security code, the Offeror will be entitled to make this code temporarily or permanently unusable.

Article 1.8 Characteristics, quality level, maintenance and breakdowns

1. The Offeror makes endeavours to keep the Services available at all times. The Offeror cannot guarantee that the Services will be available at all times.
2. In the event of wireless communication, the possibility to establish connections and the quality and characteristics of connections cannot be the same at each location and at each time. The differences are related to inter alia the Peripheral Equipment used, the radio cover of the Network used (which can be influenced by the location or the presence in a building, among other things), the quantity of the communication traffic and atmospheric circumstances.

3. The Eurocom Group will be entitled to set out restrictions for the use of Services, in particular services of third parties, which ensue from the technology used for the Service concerned, the nature of the Service, or the Peripheral Equipment used by the Contracting Party. The Offeror is in this context in any event entitled to:
 - a. restrict or not to (directly) transport the data traffic that will be effected, or information that will be exchanged in the context of the use of a service of third parties, if this ensues from the nature of the provision of service or the technology used; and
 - b. to set out restrictions for the saving, sending or receiving options of messages or information of or for the Contracting Party; and
4. The Eurocom Group makes endeavours to have the provision of service progress with as little disruption as possible. However, it is technically impossible to prevent every breakdown or limitation of the provision of service. There is only liability in existence for the failure to function or for the failure to function properly of the provision of service within the boundaries of these General Terms and Conditions, if and insofar as the Eurocom Group and the Contracting Party have made express arrangements in a further agreement.
5. The Networks and Services will be maintained by or on behalf of the Eurocom Group. The Eurocom Group can make (a part of) the Network temporarily unavailable for the purpose of maintenance. The Eurocom Group will limit this to a minimum and, if this is necessary and reasonably possible, the Eurocom Group will make this known in a timely manner if this making unavailable involves considerable consequences for the Contracting Party.
6. Breakdowns will be inspected and eliminated to the best of one's knowledge as soon as possible after the Eurocom Group has become aware of the breakdowns.
7. The Offeror can charge the the Contracting Party for the reasonable costs of:
 - a. dealing with a report of a breakdown or remedying a breakdown that cannot be attributed to the Offeror; and
 - b. dealing with a report of a breakdown or remedying a breakdown caused by a defect of equipment or facilities that have not been made available by the Offeror.

Article 1.9 Liability of the Offeror

1. The Offeror is not liable in the context of the coming into effect or performance of an agreement to which these General Terms and Conditions apply, with the exception of that which is determined in the following subclauses of this article.
2. The Offeror will be exclusively liable for damage that has arisen due to a failure that is attributable to the Offeror in the following events and to the maximum of the amounts stated thereby:
 - a. if the damage concerned results from death or personal injury, to an amount not exceeding Euro 500,000 per incident;
 - b. if the damage concerned results from damage of goods of the Contracting Party, which has arisen during work that is related to the performance of an agreement, to an amount not exceeding Euro 500,000 per incident;
3. Shortcomings on the part of other offerors of networks and services to which the Networks of the Offeror are directly or indirectly connected, and on the part of other offerors of services of third parties, are not attributable to the Offeror.
4. If, resulting from an incident (or a series of incidents with the same cause) as referred to in the second subclause, more than one claim arises and the joint claims exceed thereby the maximums set out per incident, the claims will be paid proportionally.
5. Damage must be reported in writing to the Offeror as soon as possible but no later than within four weeks after this could have been reasonably discovered. Damage that has not been brought to the attention of the Offeror within this period will not be eligible for compensation. This does not apply with regard to Consumers if the Contracting Party makes it plausible that a response in writing and in a timely manner could not reasonably be required from the Contracting Party.

Article 1.10 Liability of the Contracting Party

1. The Contracting Party is not liable in the context of the coming into effect or the performance of an agreement, with the exception of that which is determined in the following subclauses of this article or elsewhere in these General Terms and Conditions.

2. The Contracting Party is liable for damage that has arisen due to a failure that is attributable to the Contracting Party. A Consumer is exclusively liable for loss of profits or consequential loss on the part of the Offeror if this damage is caused by intention or recklessness and with knowledge on the part of the Consumer that damage would arise therefrom.
3. The Contracting Party indemnifies the Offeror against claims by third parties for compensation of damage that these third parties could recover in any manner whatsoever from the Offeror, insofar as this claim is based on the use made of the Services by the Contracting Party or an End-user, in particular concerning the contents, requested or sent by the Contracting Party or by an End-user with the aid of a Service, of information and any intellectual property rights thereto.

Article 1.11 Rates and payments

1. The Contracting Party owes payments in accordance with the rates recorded for this to the Offeror for the Services purchased by the Contracting Party from the Offeror. The amounts will be increased by VAT and any other duties imposed by authorities.
2. The rates can consist of amounts that are due once, monthly or amounts that are due otherwise periodically, Communication Costs and amounts that are due for Services. The rates will be made known by the Offeror inter alia through the Self Service Desk (SSD).
3. The Offeror can collect from the Contracting Party any amounts due for the use of services of third parties on behalf of these third parties. The Offeror guarantees that the Contracting Party, by paying these payments to the Offeror, will have complied with its payment obligations toward these third parties in full.
4. The data of the Offeror will be decisive for calculating the amounts due, unless it is demonstrated that this data is not accurate. When determining this data, the Offeror must act with the due care that may be expected.
5. The Contracting Party will report in writing to the Offeror any objection against (the level of) a payment charged no later than 30 days after the invoice date. After this period of 30 days the Contracting Party will be deemed to have agreed to (the level of) the payment charged. If the Contracting Party has not submitted an objection, the Contracting Party must continue to fulfil the monthly payment obligations ensuing from the use of Services and services of third parties.

Article 1.12 Suspension of the provision of service

1. The Offeror will be entitled, with due regard to that which is determined elsewhere in these General Terms and Conditions and by the law, to suspend wholly or in part the delivery of a Connection or (the access to) a specific Service or service of third parties, if the Contracting Party does not fulfil an obligation toward the Offeror and this failure to fulfil justifies the suspension. The obligation of payment of the periodical payments as referred to in article 1.11 and of other payments due will remain in existence during the period of the suspension.
2. The Offeror is also entitled to proceed with suspension wholly or in part:
 - a. without notice of default or notification if the Contracting Party acts in conflict with article 1.6, second up to and including the eighth subclause, or if the Contracting Party harms the interests of the Offeror in such a manner that it cannot be required from the Offeror that the Connection, whether or not with regard to specific Services, will be maintained;
 - b. if the Contracting Party repeatedly makes objectionable calls or sends objectionable messages to third parties. However, the Offeror will only proceed with this after the Offeror, after investigating, has requested that the Contracting Party stops these calls or stops the sending of these messages and the Contracting Party has not complied with this request; or
 - c. if the Offeror has been informed, and is ordered to do so by an agency authorised for this purpose.
3. Offeror will proceed to lift the suspension when the Contracting Party has fulfilled their obligations within a period set out by the Offeror. Reconnection costs may be owed for lifting the suspension.

Article 1.13 Protection of personal privacy

1. During the execution of its provision of service on the basis of this and any other agreements with the Offeror, the Offeror will process data, including personal, traffic and location data of a Contracting Party

(or End-user), with due regard to the applicable legislation and regulations concerning the protection of personal privacy, in particular the Personal Data Protection Act and the Telecommunications Act.

2. The manner of processing of data of the Contracting Party (or End-user) and the protection of personal privacy are recorded in the "Privacy Statement" of the Offeror, as published on its Internet Site. This Privacy Statement will be modified if new developments make this necessary. Some special provisions with regard to the protection of personal privacy of the Contracting Party (or End-user) are included in the following subclauses of this article.

Processing for commercial purposes

3. The Offeror can process the data referred to in the first subclause for commercial, idealistic and charitable purposes, including market research, marketing and sales activities, assessment of creditworthiness, in order to combat fraud and provide to third parties, with due regard to the purposes applicable to the processing concerned and the possibilities for objection, as further set out in the Privacy Statement.

Processing in the context of statutory obligations

4. The Offeror will comply with the statutory obligations for provision of data, such as in the context of a criminal investigation, and will provide cooperation to statutory orders for interception.
N.B. The Offeror cannot provide information regarding interception. One must address the office of the Delegated Judge for questions concerning this.

Processing of default of payment

5. If the Offeror, in the context of the collection of claims against the Contracting Party, uses third parties such as collection agencies, or transfers such claims to such third parties, the Offeror will be entitled to provide the data of the Contracting Party known by the Offeror to these third parties.
6. The Offeror will be entitled, whether or not in cooperation with other offerors of public services, to compile a file of Contracting Parties regarding which a Connection has been made unavailable on the basis of provisions of article 1.12 or an agreement is terminated with on the basis of article 2.3 due to the failure to pay the amounts due in a timely manner. This file is intended to be used by the Offeror and these offerors in the context of the acceptance of requests for services. The Contracting Party can obtain information from the person responsible for this file regarding whether the Contracting Party is included in such a file and in what manner the Contracting Party has been included in that case. If the Contracting Party objects to the manner in which the Contracting Party has been included, the Contracting Party can lodge an objection against this by means of a request in writing to the management of the Offeror.

Article 1.14 Complaints and disputes

1. In the event of complaints or disputes with regard to a Service, the Contracting Party must at first instance address the Offeror using the telephone number or address made known for this purpose by the Offeror. The Offeror will respond substantively to this within 30 days after receipt of the complaint or the dispute, unless this is not reasonably possible. In that event the Offeror will - stating reasons - make it apparent to the Contracting Party within this period when the substantive response will be notified at the latest to the Contracting Party.
2. No later than within 30 days after receipt of a rejection in writing from the Offeror, or within 30 days after the expiry of the date on which in accordance with the previous subclause a response had to be given, the Contracting Party can submit the dispute to a civil court with jurisdiction.

Article 1.15 Amendment of the Terms and Conditions and rates

1. The Offeror will be entitled to amend a clause in the agreement, including the General Terms and Conditions and rates.
2. With the exception of the provisions of the fourth subclause, such amendments also apply with regard to agreements that are already in existence, which these General Terms and Conditions have been declared applicable to, unless the Offeror states that this is not the case.
3. The amendments will come into effect four weeks after the notification, or at a later date set out in the notification, unless a derogating statutory period is required, which will be applied in that case.
4. If a Contracting Party does not wish to accept an amendment that relates to a Service that is purchased by the Contracting Party, the Contracting Party can terminate this Service with commencement from the next month. Termination of the Services or service of third parties will take place by deactivating this in CQ-Net Live.

Article 1.16 Other provisions

1. The Contracting Party is obliged to provide the Offeror with data that the Offeror requires in order to maintain proper functioning of a Service, including information with regard to connected or to be connected Peripheral Equipment.
2. The law of the Netherlands applies to (the coming into effect of) an agreement and the legal relationship ensuing therefrom.
3. All claims related to the Connection will be time barred by the expiry of five years, to be calculated from the day following the day on which the claim has become due and payable. The interruption of the time limit will take place in accordance with the rules of Administrative law.

Chapter 2 Services

Article 2.1 The coming into effect of the agreement for a Service

1. The agreement for a Connection and a Service/Services and/or service/services of third parties will come into effect by activating these in CQ-Net Live.
2. The Contracting Party accepts by agreeing to these General Terms and Conditions that the payments ensuing from the Service/Services and/or the service/services of third parties will be charged on to the Contracting Party.

Article 2.2 Amendment of the agreement for a Service

1. If the Contracting Party of a Service and/or service of third parties moves house and/or changes the invoicing address, the Contracting Party must, prior to this, inform the Offeror or Reseller as soon as possible regarding the new home address, place of residence, or place of business and/or the new invoice address.

Article 2.3 Payment during the use of Services

1. One-off and periodical payments are due from the date on which the Service/Services concerned and/or the service/services of third parties has/have come into effect.
2. Derogating payment terms can be recorded for specific forms of offer.
3. Unless another manner of invoicing has been agreed the Offeror will charge the Contracting Party for all amounts due (including payments for Services, for delivered goods and for services of third parties) by means of invoices. If it has been agreed that the services will be forwarded to one or more third parties or to derogating addresses the Contracting Party will remain liable toward the Offeror for the correct payment and the provisions of these General Terms and Conditions will apply in full toward the Contracting Party.
4. Invoices will be provided monthly to the Contracting Party in hardcopy or in an electronic form depending on the Form of Offer.
5. Payment must take place in the manner and within the period as set out in the invoice. If the Contracting Party provides authorisation to the Offeror for direct debit collection the Offeror will be entitled to make use thereof from the date of the invoice. The Offeror can set out further requirements or restrictions to the payment mode.
6. The Contracting Party can receive a standard specification of the invoice.
7. Objections to the amounts charged must be made known to the Offeror within 5 Working Days after the invoice date set out in the invoice. The Offeror will, toward a Consumer, not rely on any exceeding of this period if this Consumer could not reasonably have discovered the objections within this period. Suspension of payment is not permitted with regard to the part of the amount charged against which an objection has not been made known.
8. If the Contracting Party has repeatedly submitted objections against amounts charged to the Contracting Party and the objections appeared to be unfounded, the Offeror can, when objections are again being submitted, charge the inspection costs to be incurred in advance to the Contracting Party. The Offeror will inform the Contracting Party of its intention to use this entitlement prior to starting an inspection.

Article 2.4 Payment not in a timely manner

1. If the Contracting Party of a Subscription has not paid the amount owed within the period referred to in article 2.3, fifth subclause, or if the direct debit collection failed, the Contracting Party will be in default without further notice of default.
2. The Offeror will be entitled to charge the statutory interest and the reasonable costs for acquiring payment extrajudicially from the date on which the Contracting Party is in default. This will in any event include the extrajudicial costs (including the costs to be incurred by the Offeror for making demands to the Contracting Party and other administrative costs), which are incurred reasonably and that are of a level that is reasonable in relation to the outstanding claim.
3. If the Contracting Party has also not paid within the extended period set out by the Offeror, the Offeror will be entitled to suspend its provision of service to the Contracting Party in conformity with article 1.12, or to terminate the agreement.

Article 2.5 Duration of the agreement

1. The term of the agreement is at least one Month.
2. The agreement will terminate if all Services and services of third parties have ended. These must be deactivated for this purpose in CQ-Net Live.
3. The Contracting Party as well as the Offeror can terminate the agreement wholly or in part if the other party fails in the fulfilment of one or more of its obligations, insofar as this failure justifies termination. If fulfilment is still possible a demand in writing must be sent first, except for in the events as referred to in article 1.12, second subclause and except for in the event that a reminder as referred to in article 2.3, third subclause has already been sent. Termination by the Offeror is also possible in the event of bankruptcy, moratorium, statutory debt rescheduling, or placement under guardianship of the Contracting Party. In the last-mentioned events, the Offeror, on request from the receiver or administrator, can decide to still maintain the agreement if sufficient security is furnished thereby in accordance with article 2.5.
4. If the Offeror terminates the agreement during the applicable minimum term, on the basis of the previous subclause, the Contracting Party will continue to be obliged to pay the periodical payments referred to in article 1.11 for the Services purchased by the Contracting Party over the ongoing Month.

Chapter 3 Information about security

The Offeror offers various Services. There may be security risks attached to the use of such Services, for example with regard to the integrity of your data, or your identity, or the security of the Peripheral Equipment used by you. The Offeror will inform you inter alia through its Internet site regarding special security risks.

It is possible to acquire access to the internet with the various Services and the Peripheral Equipment. The internet is an indispensable source of information. Unfortunately there are also risks attached to the internet. You will find below an overview of the most well-known risks regarding the contravening of security or the securing of (your access to) the internet. You are personally responsible for the taking (or not) of such measures.

Spam: Receiving or (unknowingly) sending large quantities of unsolicited messages.

Botnet, zombie: The hacking of a personal computer by an unauthorised user.

Phishing: Receiving or (unknowingly) sending software, which has the purpose of retrieving personal data from subscribers, for example bank details, pin codes or login names.

Spyware: Receiving or (unknowingly) sending software that is intended to spy on the (internet) behaviour of subscribers.

Trojans and other malware: Receiving or (unknowingly) sending software that is intended to disrupt the computer equipment of subscribers to such an extent that data will be lost, or made public to the outside world.

Securing a wireless router: The unwanted co-use of wireless internet connections by other end-users, as a result of which it would be possible that criminal or otherwise unwanted activities over this connection could be attributed to the subscriber concerned, or as a result of which other end-users could possibly acquire access to the subscriber's computer.

Identity theft: The use by others of an individual's personal identity following, for example, the password, email address, name, place of business or birth date becoming known.

Unwanted websites: The accessibility of, or being (unwillingly) confronted with undesirable websites, such as websites that are unsuitable for children.