



**These Terms & Conditions affect the services of 24coms,
which are delivered by:
24coms Holding B.V., located in Alkmaar, the Netherlands**

1.1 Definitions

"24coms" is a registered trademark by 24coms Holding B.V., registered and located in Alkmaar. Registered with the Chamber of Commerce in Alkmaar, membership number 65691431, operating under the name "24coms".

"Contracting party": a natural person of at least 18 years of age or legal person with whom 24coms has entered an agreement to deliver a service with.

"Agreement": The agreement between 24coms and the Contracting party whom entered a contract falling under these terms and conditions.

1.2 Establishment of the Agreement and applicability of the Terms & Conditions

1.2.1. These Terms & Conditions apply to all agreements and offers by 24coms with regards to the following services: 24coms. Application of any Terms and Conditions used by the Contracting party are exempt from this Agreement.

1.2.2. After acceptance by 24coms of the Contracting party's application form, 24coms offers the Contracting party to make use of the 24coms services.



1.2.3. 24coms withholds the right to determine additional conditions after acceptance of an application form.

1.2.4. After accepting the application form by 24coms, 24coms registers the Contracting party's username which will be used to make use of the 24coms service(s).

1.3 Access to 24coms services

1.3.1. After the conclusion of the Agreement, 24coms notifies the Contracting party he/she is able to start making use of the services offered by 24coms. The 24coms services can be activated by using the unique username, password, server address/URL provided by 24coms.

1.3.2. All use of 24coms services through the user code and/or the Contracting party's internet connection will be billed to the Contracting party's account.

1.3.3. 24coms withholds the right, without being becoming liable, to terminate, change, interrupt or limit the delivery of communication-facilities to ensure the security and/or integrity of the 24coms network - or other public supplier of electronic services - during an emergency or in case the Contracting party fails to comply to his/her payment obligations or otherwise fails to comply to his obligations under these Terms & Conditions, or it can be reasonably assumed the Contracting party will fail in the near future.

1.3.4. In certain cases it will be necessary to upgrade the operating system of a smart phone to be able to continue to make use of the 24coms service. These upgrades



are made available free of charge by the smart phone manufacturer. 24coms cannot be held liable for this upgrade process, not any potential damages caused by these upgrades.

1.4 Pricing

1.4.1. The Contracting Party is due a fee for making use of the 24coms services in accordance to the 24coms prevailing applicable rates at the time of use of the 24coms service.

1.4.2. 24coms reserves the right to change her rates at any time. Should the rates for a service or user group of this service not be published on the 24coms website, these can be acquired at the 24coms helpdesk. Specific rates can be in effect with regards to different user groups. Contracting party cannot reserve the right to rates of user groups he/she is not considered to be a member of. More detailed information about our rates can always be requested for at our support team.

1.4.3. To prevent high bills in case the Contracting party doesn't possess a flat-fee data bundle, 24coms advises to use WiFi for 24coms. 24coms cannot be held liable for costs incurred from the use of Contracting party's mobile operator GSM/GPRS/3G/4G network.

1.4.4. To prevent high costs while staying abroad, 24coms advises to use 24coms on a WiFi network. 24coms cannot be held liable for costs incurred from using Contracting party's mobile operators GSM/GPRS/3G/4G networks abroad.



1.5 Payment

1.5.1. In principle, 24coms sends the Contracting party a monthly invoice on a prepay basis, or a yearly invoice on a prepay basis.

1.5.2. The payment shall be made via direct debit within 7 days after the invoice date. Contracting party is responsible for making sure the bank account used has sufficient funds on his behalf to enable 24coms to invoice the amount each month by direct debit. Should a debit be cancelled or not honored, 24coms has the right to add €3,- including VAT to the Contracting party for each unsuccessful attempt to debit the same invoice.

1.6 Late payment

1.6.1. 24coms reserves to right to suspend or terminate the Agreement in case of failure of the Contracting party to make (timely) payments or his/her cancellation of direct debit.

1.7 Liability and Force Majeure

1.7.1. The Contracting party declares to be aware that the services offered by 24coms can be subject to technical malfunctions, failures and/or overload by whatever cause, causing a disruption of 24coms services offered to the Contracting party.

1.7.2. 24coms (including for the purpose of this article 1.7 the representatives and employees of 24coms) cannot be held responsible for direct damages to the Contracting party – being damages with a direct connection to the damaging



occurrence - due to any attributable shortcomings in the fulfillment of the Agreement by 24coms, for more than the amount the Contracting party has been invoiced the month preceding the shortcomings.

1.7.3. 24coms is never responsible for any indirect or consequential damages, including loss or damage to data, income, turn-over or profit.

1.7.4. 24coms cannot be held responsible for damage caused by force majeure. We define force majeure to include failure of equipment and networks belonging to 24coms or 3rd parties or other malfunctions at 24coms or 3rd parties, including whether or not attributable failures of 3rd parties, used by 24coms, making 24coms unable to deliver her services.

1.7.5. In case 24coms is being held liable by a 3rd party for damages, caused by a 24coms offered service, or non-delivery of that service to Contracting party, the Contracting party will unconditionally indemnify 24coms in as far as 24coms is not (anymore) liable to the Contracting party, unless on the basis of these Terms & Conditions, unless through other ways.

1.8 Applicable Law

1.8.1. Dutch law applies to these Terms & Conditions