

General Terms and Conditions KennisGlas

tenants' information



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- 3 1. Definitions
 - 4 2. Access to KennisGlas
 - 4 3. Obligations of the tenant with regard to the use of the KennisGlas network
 - 6 4. Liability of the tenant
 - 6 5. Default of the tenant
 - 6 6. Obligations and liability of the landlord
 - 7 7. Termination of the access to the KennisGlas network
 - 7 8. Other provisions

Your residential accommodation from Vestia Rotterdam Stadswonen has been equipped with a digital infrastructure (in the area of telecommunications), named KennisGlas. These General Terms and Conditions are related to the use of this infrastructure.

1. Definitions

Landlord/provider

Vestia Rotterdam Stadswonen, part of the Vestia Groep, with its registered office at Goudsesingel 66, Rotterdam, hereinafter referred to as: the 'landlord'.

KennisGlas

A digital infrastructure that is formed by a combination of computer equipment, software and supporting installations. It is managed by or on behalf of BBned. This infrastructure enables digital services, e.g. a fast internet connection.

BBned

Operator of the digital infrastructure and also provides first line assistance and support with regard to this infrastructure.

Tenant/user

The natural person who as a tenant of a room or apartment let from Vestia Rotterdam Stadswonen has access to KennisGlas by means of the physical access point installed there by Vestia Rotterdam Stadswonen, hereinafter referred to as: the 'tenant'.

Let property

The residential accommodation that the tenant lets from Vestia Rotterdam Stadswonen.

Tenancy agreement

The agreement that the tenant concluded with Vestia Rotterdam Stadswonen with regard to a residential accommodation belonging to Vestia Rotterdam Stadswonen.

Facility

The connection to the KennisGlas network on account of the tenancy agreement concluded or to be concluded between Vestia Rotterdam Stadswonen and the tenant.

Terms and conditions

These terms and conditions in pursuance of which the tenant can use KennisGlas.

Service provider

Institution or entrepreneur other than Vestia Rotterdam Stadswonen who grants access to KennisGlas via BBned.

2. Access to KennisGlas

1. On account of the tenancy agreement concluded or to be concluded between the landlord and the tenant, the landlord enables the tenant to access the KennisGlas network by means of a connection installed in the let property.
2. The facility described in article 2.1 is part of the tenancy agreement concluded or to be concluded between the landlord and the tenant.
3. The access to the KennisGlas network or the internet is regulated by or on behalf of the service provider by means of an identification code and/or password for an individual tenant. This regulation proceeds beyond the control of the landlord, in which context reference is made to the provisions set forth in article 6.6.
4. The landlord shall comply with the obligations imposed on the same in pursuance of the Dutch Personal Data Protection Act ("Wet Bescherming Persoonsgegevens") and shall make every effort to adequately secure the access to the data of the tenant that are stored. The landlord shall exclusively use these data for offering access to the KennisGlas network and the implementation of these terms and conditions, in which context reference is made to the provisions set forth in article 6.6.

3. Obligations of the tenant with regard to the use of the KennisGlas network

1. With regard to the use of the KennisGlas network the tenant must act as befits a good tenant. This obligation implies that the tenant accurately handles all facilities made available within the framework of the access to the KennisGlas network.
2. In pursuance of the duty of care described in article 3.1 the tenant is held to, apart from the terms and conditions, also comply with:
 - The terms and conditions and the rules that are imposed by the service provider.
 - Reasonable rules of conduct that are generally known under the name 'netiquette' and 'fair use policy'.
3. As from the moment that the tenant disposes of an activated connection to the KennisGlas network the tenant shall be liable for the consequences deriving from the use of the KennisGlas network as well as the internet. The

use of the latter facilities is a strictly personal right. The tenant is not allowed to render these facilities available to third parties.

4. The tenant is jointly and severally liable for all acts that are carried out via the KennisGlas network from his or her connection.
5. The tenant is not allowed to give the username and password made available to the tenant to others or to allow others to make use of the KennisGlas network under the username and password granted to the tenant.
6. The tenant is not allowed to limit and/or hinder the rightful access to the KennisGlas network and/or the internet of third parties, including other (internet) users, in any way whatsoever. The tenant shall not without approval penetrate systems in the course of which the tenant, alone or in association with third parties, breaks any security and/or acquires access through a technical modification with the help of false signals and/or a false key or by assuming a false capacity.
7. The tenant is neither allowed to via the KennisGlas network:
 - Infringe works protected under copyrights or otherwise act in breach of the intellectual property rights of third parties.
 - Use or have used any system in such a commercial way (e.g. by excessively downloading and marketing films, information, and the like) that failures and/or delays are caused in the network or otherwise a loss of quality of the delivered signal occurs.
 - Send large unsolicited amounts of email messages with the same content and/or post an unsolicited message with the same content in a large number of newsgroups (also referred to as: 'spam').
 - Send or have sent large amounts of unsolicited email messages to one specific email address or destinations (sites) with one IP address (also referred to as: 'mail bombing').
 - Disclose or distribute discriminatory and racist expressions and child pornography.
 - Stalking and other undesired methods of approaching people.
 - Without approval penetrate other computers or computer systems (also referred to as: 'hacking').
 - Otherwise send or offer information that is in breach of generally accepted norms and values or perform acts via the KennisGlas network that are in breach of that which generally befits a good tenant.
8. In addition the tenant is neither allowed to use the available cabling, cable conduits or other parts pertaining to the network system as present in the residential accommodation or in the building which is a part of the let property for the installation of other cabling and/or installations.

4. Liability of the tenant

1. The tenant is liable for all damages incurred by the landlord as a result of a failure to comply with these terms and conditions that can be attributed to the tenant or any other unlawful act of the tenant vis-à-vis the landlord or third parties.
2. The tenant indemnifies the landlord against claims of third parties in connection with any damages that the latter may, in any way whatsoever, incur as a result of non-compliance of the tenant with any obligation deriving from these general terms and conditions or unlawful use of the KennisGlas network of which the tenant is to bear the risk.

5. Default of the tenant

1. Without an additional notice of default the tenant shall immediately be in default as soon as he or she is guilty of any of the acts or conduct outlined in article 3 and/or if (the content of) the data traffic or the acts and/or omissions of the tenant appear to directly result in a disruption of the functioning of the KennisGlas network or networks of third parties or the link between these networks.
2. In case of default on the part of the tenant there shall be question of an attributable shortcoming of the tenant that shall authorise the landlord to terminate the tenancy agreement with regard to the property let from the landlord by the tenant or to in court claim dissolution of this tenancy agreement or, where the shortcoming is of an incidental or subordinate nature, at the sole discretion of the landlord, send a warning or demand to the tenant and to impose those terms and conditions that appear to be most appropriate to the landlord. If the tenant is again in default after a warning or demand the landlord shall, without any further notice, be entitled to impose procedural measures in order to terminate the tenancy agreement with the tenant.

6. Obligations and liability of the landlord

1. Barring the time that is required for the performance of maintenance on and/or the implementation of improvements to the KennisGlas network or the systems that are required for the registration of the tenant, the landlord shall offer the KennisGlas network with a high availability. The landlord does not warrant that the KennisGlas network shall at all times be available or that it shall offer the intended capacity.
2. If one or more tenants occupy too much space on the network traffic as a result of which the other tenants experience impediments in this traffic, the landlord can (for the benefit of these other tenants) impose restrictions on the amount of data traffic that can be generated via the connection of a tenant to the KennisGlas network. The manner how the restrictions

shall be calculated and checked is at the full discretion of the landlord.

These restrictions are published on the website of the landlord and are immediately effective or on a later date as announced in the communication.

3. The landlord is, without prior announcement, allowed to temporarily decommission the KennisGlas network or to restrict the use thereof to the extent that this is required for the reasonably required maintenance on the systems. Scheduled interruptions shall be announced as much as possible in advance in a further to be determined manner.
4. The landlord shall see to it that the tenant can submit possible complaints about the functioning of the KennisGlas network to the helpdesk designated for that purpose by the landlord.
5. Unless there is question of intent or gross negligence the landlord shall not be liable for any damages whatsoever that derive from (temporary) unavailability of the KennisGlas network and/or the whether or not correct, timely and complete functioning of the KennisGlas network.
6. The landlord shall not be responsible and shall therefore not be liable for the content and security of data signals concerning the KennisGlas network and the computer networks of third parties linked to the same and neither for the identification process as described in article 2.4 carried out by third parties.

7. Termination of the access to the KennisGlas network

1. At the same time as the termination of the tenancy agreement between the landlord and the tenant of the let property in which the connection has been installed, the right of the tenant to use the relevant connection to gain access to the KennisGlas network also comes to an end.

8. Other provisions

1. As these terms and conditions are part of the tenancy agreement, in case of disputes concerning the implementation of these General Terms and Conditions the Subdistrict Court of the District Court in Rotterdam shall in the first instance be competent to take cognisance of these disputes.
2. With regard to all acts deriving from these General Terms and Conditions, including written notices given by the landlord, the tenant elects domicile at the let property so that all information can be addressed to this residential address and can be deemed to have then reached the tenant.
3. If by judicial ruling one or more provisions of these General KennisGlas Terms and Conditions appear to be invalid the other provisions of these terms and conditions shall remain in full force and effect and the landlord shall establish new provisions in replacement of the invalid or null and void provisions in the course of which the objective and the scope of the invalid or null and void provisions is taken into account as much as possible.

4. The Manual KennisGlas is also part of these General Terms and Conditions of which the tenant received a copy upon signature and of which the content is regularly updated and which is always available on the website www.kennisglas.nl. The most recently updated content of the Manual shall always be applicable to these General Terms and Conditions.

These General Terms and Conditions KennisGlas are part of the tenancy agreement concluded with the tenant and are deemed to form an inextricable part thereof.

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