



KennisGlas Terms and Conditions



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Your accommodation rented from Stadswonen Rotterdam is equipped with a digital (telecommunications) infrastructure called KennisGlas. The following Terms & Conditions apply to use of this infrastructure.

1. Definitions

Landlord/supplier

Stadswonen Rotterdam, a division of Woonstad Rotterdam, with registered office at Rochussenstraat 21, Rotterdam, hereafter referred to as: the 'landlord'.

KennisGlas

A digital infrastructure composed of computer equipment, software and supporting systems. This is managed by or on behalf of Tele2. This infrastructure enables digital services such as fast internet connection.

Tele2

Digital infrastructure operator, and provider of frontline help and support for it.

Tenant/user

The natural person who, as the tenant of a property owned by Stadswonen Rotterdam, will have access to KennisGlas via the physical connection point placed in their accommodation by Stadswonen Rotterdam, hereafter referred to as the 'tenant'.

Let property

The accommodation rented by the tenant from Stadswonen Rotterdam.

Tenancy agreement

The agreement made between the tenant and Stadswonen Rotterdam concerning accommodation belonging to Stadswonen Rotterdam.

Facility

Connection to the KennisGlas network as stated in the existing or to-be-confirmed tenancy agreement between Stadswonen Rotterdam and the tenant.

Terms and Conditions

The Terms and Conditions under which the tenant may make use of KennisGlas.

Service provider

Business or contractor other than Stadswonen Rotterdam who provides access to KennisGlas via Tele2.

2. Access to KennisGlas

1. In accordance with the existing or to-be-confirmed tenancy agreement between landlord and tenant, the landlord enables the tenant to access the KennisGlas network by means of a connection installed in the let property.
2. The facility in clause 2.1 forms a part of the existing or to-be-confirmed tenancy agreement between landlord and tenant.
3. Each individual tenant's access to the KennisGlas network and internet will be controlled by or on behalf of the service provider via an identification code and/or password. This regulation entirely bi-passes the landlord, as referred to the provisions set out in clause 6.6.
4. The landlord will adhere to the obligations set out for them under the Personal Data Protection Act and (Dutch: Wet Bescherming Persoonsgegevens) will make every effort to adequately protect access to stored tenant data. The landlord may not use this data for any purpose other than providing access to the KennisGlas network and the implementation of these conditions, as referred to the provisions in clause 6.6.

3. Tenant obligations with respect to 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 addition to the duty of care described in clause 3.1, the tenant is also obliged to adhere to:
 - the conditions and rules set out by the service provider.
 - the rules of reasonable conduct, generally known as 'netiquette' and 'fair use policy'.

3. From the moment the tenant has an active connection to the KennisGlas network, the tenant is liable for any consequences of their use of the KennisGlas network and, with it, the internet. Use of the latter facility is strictly personal and the tenant is not permitted to make it available to third parties.
4. The tenant is severally liable for all activities via KennisGlas network carried out via the connection in their rented accommodation.
5. The tenant is not permitted to give their designated user name and password to others, nor to allow others to use the KennisGlas network using their user name and password.
6. The tenant is not permitted to limit or prevent third parties' lawful access to the KennisGlas network and/or internet, for whatever means those third parties use it. Unless specifically permitted, the tenant may not enter systems, either alone or with help from others, by breaching security and/or gaining access through technical intervention aided by false indications and/or a false key or by adopting a false identity.
7. The tenant is also not permitted to do the following via the KennisGlas network:
 - Infringe copyright protection or otherwise violate intellectual property rights of third parties.
 - Use or allow use of any (commercial) system (such as those which enable intense volume downloading or trading of films or information, etc.) which leads to malfunctions or loss of signal quality due to network delays.
 - Unsolicited sending of large volumes of email messages with identical content and/or unsolicited posting of messages with identical content to a large number of newsgroups (otherwise known as 'spam').
 - Sending or forwarding of large volumes of unsolicited email messages to a particular email address or destinations (sites) with a certain IP address (also known as 'mail bombing').
 - Making public or distributing discriminatory and racist remarks and child pornography.
 - Stalking and making other unsolicited approaches to people.
 - Entering other computers or computer systems without permission (also known as 'hacking').
 - Sending or offering information which is in any other way contrary to generally accepted norms and values, or using the KennisGlas network to perform activities which are contrary to behaviour which befits a good tenant.

8. The tenant is also not permitted to use the wiring, ducts or other parts belonging to the network system, which are present in either the accommodation or the building as a whole, to attach or install other wiring and/or systems.

4. Tenant liability

1. The tenant is liable for all damage suffered by the landlord as a consequence of the tenant failing to comply with these conditions, or from any wrongdoing by the tenant to the landlord or to third parties.
2. The tenant indemnifies the landlord against claims from third parties for damages which may occur, in any manner, due to tenant failure to comply with obligations in these Terms and Conditions or taking of risks by using the KennisGlas network in an unlawful way.

5. Tenant default

1. The tenant is immediately in default without further notice if in breach of the actions and conduct stated in clause 3 and/or if (the content of) their data use or their actions or omissions appear to directly result in disrupted functionality of the KennisGlas network, third party networks or links between these networks.
2. In the case of default by the tenant, this counts as attributable fault by the tenant which gives the landlord the power to terminate the tenancy agreement for the property rented by the tenant, or to request its termination in a court of law or, in case of the shortcoming being of a minor or incidental nature, at the landlord's discretion, to issue the tenant with a warning or summons with regard to the terms and conditions of most concern to the landlord. If the tenant defaults again after receiving a warning or summons, the landlord is entitled to engage in procedures to end the tenancy agreement, without prior notice.

6. Landlord duties and liabilities

1. With the exception of time necessary for performing maintenance work and/or implementing improvements to the KennisGlas network and the systems necessary for tenants to log in, the landlord will provide high availability to the KennisGlas network. The landlord does not guarantee that the KennisGlas network will be available at all times, nor that the intended capacity will be provided.

2. In the case of one or more tenants placing demands on network traffic which are so high that other tenants experience difficulties, the landlord may (in the interests of the other tenants) impose restrictions on the amount of network traffic allowed to pass through the KennisGlas network via a tenant's connection. The way in which this limitation will be defined and controlled is entirely at the landlord's discretion. These restrictions will be notified on the landlord's website and come into effect either immediately or at a later date as advised in the notice.
3. The landlord is entitled, without prior notice, to take the KennisGlas network temporarily out of service or to limit its use to whatever extent necessary for reasonably necessary system maintenance. Scheduled outages will be notified as far as possible in advance via a to-be-determined manner.
4. The landlord will ensure that the tenant can submit any complaints about functionality of the KennisGlas network through the designated helpdesk.
5. Except in the case of intent or of gross negligence, the landlord is not liable for any damage which may occur as a consequence of (temporary) unavailability of the KennisGlas network and/or failure, incorrect, untimely or incomplete functionality of the KennisGlas network.
6. The landlord is not responsible and therefore not liable for the content and safety of data signals passing through the KennisGlas network and the third party computer networks connected to it, nor for the third party identification processes carried out on it as described in clause 2.4.

7. Termination of access to the KennisGlas network

1. Ending of the tenancy agreement between landlord and tenant for the property in which the access point to the KennisGlas network is located also results in termination of the tenant's right to access and use the KennisGlas network from the associated connection point.

8. Other provisions

1. Because these Terms and Conditions form part of the tenancy agreement, they will be implemented in the case of any disputes. The magistrate at the court of Rotterdam is authorised to take notice of these disputes in the first instance.

2. For all actions arising out of these Terms and Conditions which are communicated by the landlord in writing, the tenant designates their address at the let property as their place of abode, so that all information can be directed to this residential address and can be deemed to have reached the tenant.
3. In the case of a court order which declares one or more provisions in these KennisGlas Terms and Conditions to be invalid, the other provisions in these Terms and Conditions will remain fully valid and the landlord will draft plans to replace the invalid or voided provisions with new ones, in which as much of the purpose and intent of the invalid or voided provisions as possible will be preserved.
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 KennisGlas Terms and Conditions form a part of the tenancy agreement and are considered to be inextricably linked to it.



