



**EBU Solutions**

# Contractual Service Description

## Mobile Connectivity

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# 1. Introduction

This Contractual Service Description describes the mobile telephony services which are offered by Proximus towards Customers. The mobile telephony services allow a Customer to transmit and receive mobile communications (voice, SMS, MMS and data connections) via a SIM Card, included in authorized Terminal Equipment, at any time over the Proximus Mobile Network and all other networks linked to the Proximus Mobile Network (hereinafter the “Service”).

For the sake of clarity, the Service does not include the provision of Terminal Equipment. In the context of this Agreement, “Terminal Equipment” means a mobile communication device (smartphone, mobile phone or tablet) which is connected to the interface of the Proximus Mobile Network.

The functionality of the Service is described more in detail in the ‘Functional Service Description’ Chapter whereas the ‘Assist and Care Services’ (support services) provided to the Customer during the implementation and the operational phases are described respectively in Chapters ‘Implementation Phase’ and ‘Operational Phase’.

# 2. Functional Service Description

## 2.1 Access to the Proximus Mobile Network

### 2.1.1 General

The Service includes access to the Proximus mobile telephony network, which allows a Customer located in Belgium to transmit and receive mobile communications (hereinafter the “Proximus Mobile Network”).

A mobile communication is a form of wireless communication that works via the propagation of radio signals. Since these signals can be disturbed by an external source or obstacles such as buildings, vegetation or the terrain, perfect transmission cannot be guaranteed everywhere, at all times. The quality of the Service also depends on the quality of the Terminal Equipment used by the Customer.

The maximum estimated speed in the upstream (upload) and downstream (download) regarding the broadband connection of the Proximus Mobile Network are as set out below:

Mobile internet access *	estimated maximum speed **				optimal maximum speed ***
	2G	3G	4G	5G	
Download	200 Kbps	21 Mbps	220 Mbps	420 Mbps	1 Gbps
Upload	100 Kbps	2 Mbps	60 Mbps	88 Mbps	100 Mbps

\* Subject to compatible terminal and subscription. Estimated and optimal maximum speed can be subject to speed tiering (FR traduction = palier) depending on the selected subscription. The table above does not mention the speeds in case of speed tiering.

\*\* The “estimated maximum speed” is the maximum speed that users can expect to achieve at different locations in the coverage area under realistic conditions. This maximum value results from measurements on the whole national territory and might vary depending on the selected compatible rate plan, the device performance and your location during the use of the service. 5G being under deployment, the speed estimation is based on limited data.

\*\*\* The “optimal maximum speed” is the maximum speed that can be reached under optimal conditions and might vary depending on the selected compatible rate plan, the device performance and your location during the use of the service.

## 2.1.2 Roaming Services

The Service also includes access to other mobile telephony networks abroad, which allow a Customer located outside Belgium to transmit and receive mobile communications (hereinafter **“Roaming Services”** or **“Roaming”**).

The terms and conditions related to these Roaming Services are specified in the section “Specific Terms and Conditions” of this Contractual Service Description Mobile Connectivity.

## 2.2 SIM Card

Upon subscription to the Service, the Customer shall either receive a SIM Card (trio) from Proximus or Proximus will activate the Customer’s E-SIM Card. A SIM Card trio is a card containing a microprocessor which has to be inserted manually into authorized Terminal Equipment in order to access and use the Service. An E-SIM Card is a card containing a microprocessor which is already integrated in the Customer’s authorized Terminal Equipment in order to access the Service. The SIM Card trio and the E-SIM Card shall be referred to hereinafter as “SIM Card”.

This SIM Card makes it possible to identify the Customer over the Mobile Network, regardless of the Terminal Equipment used, and allows the Customer to establish and receive mobile communications. It represents the Customer’s subscription to the Service. The SIM Card trio remains the exclusive property of Proximus.

Every SIM Card has a corresponding PIN code (personal identification number) and PUK code (personal unblocking key). These codes are communicated to the Customer upon subscription to the Service. The instructions on how to use them depend on technological developments and are explained in the user manual of the Terminal Equipment.

## 2.3 Mobile Telephone Number

### 2.3.1 Number Assignment

The Service includes the assignment by Proximus of one single Belgian mobile phone number per SIM Card. It can be an existing or new mobile phone number.

In case of a new mobile phone number, the procedure for assignment of call numbers is automated. The Customer cannot claim any right to require a specific mobile phone number.

The Customer may re-use one or more mobile phone numbers he (or its personnel) had with another operator (**Port in**). The information requested by Proximus in this respect must be provided by the Customer (or via the Customer's fleet manager if there is one) to allow the takeover of the existing mobile phone number from another operator.

The Customer may not claim any rights to the mobile phone number that Proximus has allocated to him.

### 2.3.2 Number Change

Customer may request to change its mobile phone number against extra charges. Proximus will examine this request based on the technical possibilities and shall decide in its sole discretion whether or not it can meet the Customer's request.

### 2.3.3 Number Portability

If the Customer wants to port his mobile phone number(s) to another operator (**port out**), he must contact the latter. The new operator shall take the necessary actions with Proximus on behalf of the Customer regarding the transfer of the mobile phone number. The Customer can ask for his mobile phone number to be ported out until one (1) month after the date of termination of the Agreement by himself.

Only mobile phone numbers that have not been deactivated may be transferred. Individual mobile phone numbers, including retention numbers are ported individually.

If all mobile phone numbers subject to this Agreement have to be ported out, the Agreement will be automatically terminated once the port out is effective. If a part of the mobile phone numbers subjects to the this Agreement have to be ported out, the Agreement will be automatically terminated for the said mobile phone numbers once the port out is effective but it remains into force for the rest of the mobile phone numbers. The Customer will be charged for the configuration costs.

The applicable early termination fee is defined in the Specific Terms and Conditions section.

Proximus, however, may refuse the transfer of the mobile phone number:

- (a) If the operator to which the Customer wants to port his number does not comply with the legal procedures for number portability; or
- (b) In case of proven or suspected fraud by the Customer or a third party.

Proximus shall make every effort to carry out the transfer of the mobile phone number. However, there may be technical reasons that prevent the transfer from being carried out. During the transfer, it is possible that the Customer does not have a mobile communication service for some limited time. If the number porting procedure fails within the timelimits set by law, Proximus will reactivate the Customer's Agreement linked to his mobile phone number and will continue to provide the Service under the same conditions until the porting procedure is successful.

In the event of a delay in the porting procedure and at the Customer's explicit written request the Customer may be entitled to a specific compensation as provided by law. The Customer can find more information on the amounts and the compensation procedure on the website of the Belgian Institute for Postal Services

and Telecommunications: [www.ibpt.be/consommateurs/retard-dans-le-portage-de-votre-numero](http://www.ibpt.be/consommateurs/retard-dans-le-portage-de-votre-numero). Claims for compensation must be submitted within a maximum of six (6) months after the request to port out a mobile phone number. The recipient operator is administratively responsible for handling Customer's request regarding the compensation and the payment of such compensation.

Proximus is not liable for any damage resulting from the non-performance, the erroneous performance or late performance of the porting of one or more mobile phone numbers for reasons dependant on the other operator, a third party or the Customer itself. Proximus is not liable for any damages resulting from the unavailability or erroneous porting of the mobile phone number(s) due to technical reasons.

### 2.3.4 Directory and Information Services

In accordance with the applicable regulations, Proximus shall communicate to the central numbers database ([www.centralnumberdatabase.be](http://www.centralnumberdatabase.be)) the name and the initials or the first name of the Customer, or, in case of a legal entity, its official designation, as well as the address and telephone number assigned by Proximus.

When signing the Agreement, the Customer is given the choice of whether or not to be included in the directories and information services. The Customer indicates whether he wants his data to be displayed in the directories and information services or whether he wants his number to remain secret. The Customer also indicates whether he wants his name and address to be found on the basis of his telephone number. The Customer can change his choices at any time by sending an e-mail to [gids@proximus.com](mailto:gids@proximus.com) / [annuaire@proximus.com](mailto:annuaire@proximus.com).

The Customer is responsible for the accuracy of the data he communicates to Proximus. Any change to any part of the Customer's identification or connection will be recorded in the central number database as soon as possible.

### 2.3.5 Emergency calls

The Service enables calls to the Belgian emergency services.

Proximus provides access to and enables correct caller localization and identification by the Belgian emergency services provided that the Service is normally used. It is forbidden to use the Service in such a way as to prevent the identification or localisation of the caller following an emergency call.

## 2.4 Value-added services

Proximus may provide the Customer with value-added services to manage his incoming and outgoing calls provided that the Terminal Equipment permits it.

### 2.4.1 Outgoing Call Barring (OCB)

The Customer can make certain types of calls impossible from his Terminal Equipment.

Activation of this restriction may be subject to charge, except for the restriction of calls to national premium rate numbers, national premium rate numbers used for the provision of adult content or international premium rate numbers which are not operated in accordance with the E164 international telephone numbering plan.

#### 2.4.2 Calling Line ID Presentation (CLIP)

If technical conditions so allow, the caller's call number is displayed on the screen of the (called) Customer's mobile device ("CLIP"), provided that the caller has not forbidden such from happening ("CLIR"). If the call is made from another network, the caller's number can only be displayed if the operators of other networks involved allows the transfer of the said number to the Proximus network.

When a call is forwarded or transferred, the last person called (i.e. the person to whom the call was forwarded) will see the telephone number of the initial caller appear on the screen of his mobile device.

#### 2.4.3 Calling Line ID Restriction (CLIR)

The Customer may, free of charge, refuse to display his call number (CLIR) at any time by contacting the Customer Service department. The CLIR feature does not work for sending SMS or MMS.

The telephone number of a caller calling the 100, 101, 102, 110 and 112 emergency services number is automatically displayed to the latter even if the caller has restricted the display of his telephone number.

#### 2.4.4 Malicious calls

A Customer receiving malicious calls can ask Proximus to identify the number from which the calls originated. Where it is technically feasible to identify the caller, Proximus will ask the holder of the number to stop making such calls. Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the latter's request, Proximus will provide details of the identity and address of the originator of the malicious calls, so that they may be communicated to the Customer.

## 3. Implementation Services

### 3.1 Ordering

The Customer orders the Service by submitting the Agreement, duly completed and signed, to Proximus. The Order Form indicates among other things the following:

- The Initial Term of the Agreement;
- The minimum number of Active Cards required;
- The applicable commercial conditions (such as the Rates);

### 3.2 Assist Services



As soon as the Agreement, duly signed and completed (including the annexes), is received, Proximus starts the implementation process.

Only Proximus or its subcontractors are allowed to do the initial implementation. All implementation activities are performed during Business Hours.

Proximus carries out the following activities when implementing the Service:

- Port in of mobile phone number (if needed);
- Sending of SIM Card(s) (if needed);
- Sending PIN and PUK codes;
- Activation of the SIM Card(s);
- Activation of the Service.

Once the Service is activated, it will be deemed as having been made available to the Customer.

In order to avoid all misunderstanding, Proximus draws the Customer's attention to the fact that the following activities are not included in the implementation of the Service by Proximus, except if specifically agreed and described in the order form:

- Installation of the SIM Card into the Terminal Equipment;
- Configuration of the Terminal Equipment.

### 3.3 Implementation timing

Proximus undertakes to activate the SIM Card within two (2) Business Days, except in the following cases:

- mutual consent with the Customer,
- late activation due to the Customer, a third party (including Proximus' suppliers or other operators) or a Force Majeure event;
- in case of a portability (port in);
- complex and/or multiple activations.

This period shall begin from the moment the Customer is in possession of its PIN and PUK code.

### 3.4 Self Management

Once the Service is activated, the Customer can via Mobile Number Management in the Proximus Portal for Enterprises manage his SIM Cards fleet:

- Follow-up of real-time consumption of SIM Cards used by the End Users (data/voice/sms usage);
- Modification/adaptation of the mobile subscriptions and SIM Cards of its End Users (modify price plan, add option, swap SIM Card, etc.);
- Get a view on the history of the modifications done on his SIM Cards fleet;
- Create and delegate self-servicing rights to its End Users, allowing them to manage their mobile subscriptions by themselves (based on their rights) .

The activities set out above are non-exhaustive and, in addition to the terms and conditions of this Agreement, subject to the terms and conditions of the relevant Proximus Portal.

## 4. Operational Services

This chapter describes the support provided by Proximus as from the activation of the Service until the end of the Agreement.

### 4.1 Service Desk Access

The Service Desk is the interface between the Customer and Proximus for all aspects of the Service, including receiving, recording, registering and escalating Incidents and other requests. The Service Desk allocates resources (first line, second line, experts) and communicates regularly with the Customer.

Proximus provides the Customer with centralized Service Desk Access by phone or via a portal. The Service Desk is only accessible to authorized Customer representatives (24/7) every day of the year via the following channels:

Service Desk Access	
Phone	<ul style="list-style-type: none"> <li>• 080022200 (NL)</li> <li>• 080033200 (FR)</li> <li>• 080055200 (EN)</li> </ul>
Portal	<a href="https://www.proximus.be/login">https://www.proximus.be/login</a>
Website	<a href="https://www.proximus.be/support">https://www.proximus.be/support</a>

The Customer is informed of, accepts and gives his consent for calls originating from or made to the Proximus Service Desk to be recorded in order to serve as proof in case of a contested commercial transaction. Calls to or from the Customer Service may also be listened in on or recorded for quality control purposes.

### 4.2 Incident Handling

The activities related to Incident Handling carried out by Proximus aim at resolving or diminishing the consequences of an Incident.

Proximus is required to make reasonable efforts to resolve the Customer's Incident without undue delay.

If a SIM Card has a manufacturing defect, the Customer may exchange it at a Proximus point of sale where he shall receive a new SIM Card free of charge. If the SIM Card is defective due to improper handling by the Customer, it may be replaced by Proximus at the Customer's expense.

The Customer can also use the Service Desk in case of the loss and theft of his SIM Card.

## 5. Specific Terms and Conditions

### 5.1 General information

5.1.1. The following documents constitute the “**Mobile Connectivity Agreement**” or “**Agreement**” between Proximus and the Customer regarding the provision of the Service, in decreasing order of priority: (i) the Order Form (including any specific terms and conditions), (ii) this Contractual Service Description Mobile Connectivity, (iii) the General Terms and Conditions for Professional Customers, (iv) the Price List, (v) the Contract Summary (in cases required by law), and (vi) the list of Affiliates.

5.1.2. In the context of this Agreement “Customer” means: a legal person or *de facto* association with more than nine (9) employees (calculated in accordance with articles 1:24 or 1:28 of the Belgian Company and Association Code), identified in the Contract as the holder of the SIM Card representing that person’s subscription to the Service and who uses the Service for purposes which are not purely private.

5.1.3. It is recommended that you keep a copy of the Agreement.

5.1.4. Definitions:

**Termination point:** the point at which the Customer accesses Proximus’ public telecommunications infrastructure. In case of the Proximus Mobile Network, the SIM Card is the Termination point.

**Active Cards:** is a SIM Card connected to the Proximus network, registered in the Proximus systems and billed to the Customer or, if the Customer has subscribed to a split-billing service, to the Customer and/or his employees. An Active Card may or may not generate voice and/or data communications.

**Evolution Rate:** means the maximum percentage of Active Cards that the Customer can terminate during the Term of the Agreement, without the early termination fee being due. The evolution rate is defined in the Order Form.

### 5.2 Agreement procedure

#### 5.2.1. Duration of the Agreement

Unless otherwise agreed between the Parties, the Agreement enters into effect on the date that Proximus activates the SIM Card on the Proximus Mobile Network.

Unless otherwise agreed between the Parties, the Agreement is concluded for an Initial Term of twenty-four (24) months as from the activation of the Service. At the end of the Initial Term, the Agreement shall be tacitly renewed for an indefinite Renewal Term. Should one Party not wish the Agreement to be automatically renewed for an indefinite Renewal Term, it must notify the other Party in writing at least thirty (30) Calendar Days before the end of the Initial Term.

#### 5.2.2. Termination of the Agreement

5.2.2.1. In case the Initial Term was automatically renewed for an indefinite Renewal Term either Party can terminate the Agreement during the indefinite Renewal Term with thirty (30) Calendar Days prior written notice, except in case of mobile phone number port out, in which case the Agreement can terminate immediately once the port out is effective (see article 1.3.3. above for more information on the number port out procedure).

### 5.2.3. Suspension of the Agreement and restriction to a minimum Service

5.2.3.1. In addition to the General Terms and Conditions for Professional Customers, Proximus is entitled, upon, prior notification, to restrict the provision of the Service to that of a minimum service when the Customer persists to fail to meet his payment obligations. The Customer shall then only have the possibility to call the emergency services and receive calls, with the exception of calls paid by the recipient.

5.2.3.2. In case the Customer does not meet any of his obligations under this Agreement or another agreement with Proximus, Proximus may suspend all or part of the Service if the Customer fails to remedy the situation within ten (10) Business Days of official notice being sent.

5.2.3.3. In case of (i) an abnormal or unauthorized use of the Service, or (ii) in case the Customer disrupts traffic on the public telephone network, Proximus may limit the supply of the Service, reduce the data speeds or suspend or terminate all or part of the Service without compensation and with immediate effect after having notified or attempted to notify the Customer in advance.

5.2.3.4. The Customer will continue to be liable for the payment of the Service fees and any additional fees throughout the duration of the restriction or suspension of the Service.

5.2.3.5. The restriction or suspension of Service takes place without the Customer being entitled to claim any form of compensation and shall end when the Customer complies with his obligations. Proximus reserves the right to also bill Service reactivation charges.

### 5.2.4. Effects of Termination

5.2.4.1. If the Customer prematurely terminates the Agreement during the Initial Term or in case the Agreement is prematurely terminated during the Initial Term by Proximus due to the Customer failing to comply with his obligations, a compensation shall be payable by the Customer to Proximus amounting to the sum of (i) the equivalent of the monthly Service fees that would have been due in case of execution of the Agreement until the end of the current agreement period and (ii) 50 % of the average monthly amount of the communications (calls, sms, data,...) charged during the last three (3) months (invoices closed at the moment of cancellation), multiplied by the number of remaining months until the end of the Initial Term. Proximus is also entitled to a fixed amount of € 50 per SIM Card (with a cap of 250 EUR) for the administrative costs due to the premature termination.

5.2.4.2. Beside this compensation for early termination, any arrangement made for deferred payment shall become null and void, and any outstanding sums relating to, for example the installation or infrastructure costs, shall be due immediately.

Proximus reserves the right to claim the reimbursement of any discounts the Customer may have unduly benefitted from. This calculation does not take into account the Evolution Rate.

5.2.4.3. In addition, if the termination takes place during the implementation phase, all costs incurred and works carried out by Proximus will be charged to the Customer.

5.2.4.4. In case the Customer, subject to a separate joint offer agreement, received Terminal Equipment for free or at a reduced price, the obtainment of which was linked to taking a fixed-term subscription, he may be required to pay a compensation. This compensation shall equal the amount still due in accordance with the depreciation table provided to the Customer upon subscription of the joint offer agreement, listing the residual value of the Terminal Equipment for each month of the fixed-term Agreement.

5.2.4.5. For mobile phone numbers originating from the national number plan, the Customer reserves the right, to request the port out of its mobile phone number during one (1) month after the date of termination of the Agreement by the Customer.

## 5.2.5. Partial termination of the Agreement

5.2.5.1. During the Term of the Agreement, the Customer is entitled to terminate a certain number of Active Cards without the early termination fee being due and which cannot not be more than the Evolution Rate mentioned in the Order Form, taking into account the committed number of Active Cards indicated in the Order Form.

5.2.5.2. Should the Customer terminate more Active Cards than the Evolution Rate, Proximus will apply the early termination fee, as set out above in article 5.2.4., to all the Active Cards terminated by the Customer, including the Active Cards included in the Evolution Rate. In this respect, Proximus will check the number of Active Cards at the end of each contractual year. Furthermore, Proximus reserves the right to review the pricing conditions for the remaining Active Cards. If the Customer does not accept the new conditions, he shall be entitled to terminate the Agreement, provided he pays the early termination fee as set out in article 5.2.4.

## 5.3 Amendments to the Agreement

By deviation to the General Terms and Conditions or Professional Customers, Proximus reserves the right to amend the Contract and the technical features of the Service, even if this affects the price or quality of the Service, in case of a valid reason thereto. The parties agree that the following non-exhaustive circumstances shall in any case be considered as a valid reason: changes in technology used, changes in prices charged by suppliers of Proximus, increase in other cost components of the Product and/or Service and regulatory changes. Proximus shall notify the Customer in writing of such amendments at least thirty (30) Calendar Days before their entry into effect. Customers who do not accept the new conditions may, except in cases stipulated by law, terminate their Contract without having to pay an early termination fee, by no later than the last day of the three (3) months period following the notification of the changes. In case of a rate increase, the Customer may except in cases stipulated by law or the yearly indexation, terminate its Contract without having to pay any early termination fee, by no later than the last day of the three (3) months period following the notification of the rate increase. Termination may be exercised by any written means.

For the sake of clarity, changes to the physical infrastructure and/or technology used to deliver the Service shall not be deemed an amendment to the Agreement or Service if the functionality of the Service remains unchanged or is improved for the same price following such changes.

Proximus reserves the right to adjust the prices twice per calendar year, in accordance with the Consumption Price Index and the following price adjustment formula:

$$P1 = PO \times (CPI 1 / CPO 0)$$

Where:

- P1 = the new price;
- PO = price applicable before the current indexation;
- CPI 0 = the Consumption Price Index applicable on (i) the date of the previous instance of indexation or (ii) the date one year before the current moment of indexation if no previous instance of indexation has occurred yet;
- CPI 1 = the Consumption Price Index applicable on the date of the current indexation.

A price adjustment based on the price adjustment formula shall not give the Customer any right to terminate the Agreement without an early termination fee.

If Proximus decides not to index its prices or certain price components at a given indexation occasion, this shall not be considered as a waiver of this right and Proximus explicitly reserves the right to adjust the prices or other price components accordingly at a future occasion of indexation.

## 5.4 Rights and Obligations of the Customer

5.4.1. The Customer shall not modify the infrastructure of the Mobile Network, including the Termination Point.

5.4.2. Loss or theft of a SIM Card shall not result in the termination of the Agreement. The Customer shall remain liable for the use and payment of the Services until he requests Proximus to suspend the SIM Card and to the extent that Proximus is able to suspend the SIM Card. The Customer may request a new SIM Card.

5.4.3. The Customer is prohibited from copying any technical identification data contained on the SIM Card.

5.4.4. The Customer shall only connect compatible and approved Terminal Equipment, which is in good working order to the Proximus Mobile Network. In case the Customer's Terminal Equipment (may) disrupt or affect the security, integrity or proper functioning of the Proximus Mobile Network or the Service, Proximus may invite the Customer to disconnect the affected Terminal Equipment, without prejudice to the other rights and measures available to Proximus, as set out in the Agreement. In addition, Proximus may ask the Customer to present its Terminal Equipment for Inspection.

5.4.5. The Customer shall use the Service, including the SIM Cards with due diligence and in accordance with the provisions of the Agreement. The following practices shall not be considered as normal use and therefore are not authorised (non-exhaustive list):

- (a) Use intended to divert communications, whether directly or indirectly, or intended to resell the Service to third parties in any way without the prior written agreement of Proximus;
- (b) Use that disrupts the reliable and correct operation of (certain features of) the Proximus Mobile Network or other mobile networks linked to the Proximus Mobile Network. Reliable and correct operation includes the communication of the calling party's identification number (unless otherwise instructed by the caller), the communication of the IMEI number of the Terminal Equipment making the call, interception and recording of communications in accordance with the order of the relevant judicial or administrative authorities, retention of call and identification data and the correct identification and location by emergency services;
- (c) Use that avoids the interconnection rates;
- (d) Use causing saturation or abnormal loads on the Proximus Mobile Network or disrupting the proper operation of the Proximus Mobile Network;
- (e) Use deviating significantly from the averages calculated by Proximus relating to the frequency or distribution between the different means of communication or connection (telephone, data transmission, SMS, 4G, 5G, MMS, etc.) or the actual connection duration;

- (f) Fraudulent use of the Service such as, in particular, the use of the Service for call centre or Simbox, for monitoring purposes (such as video or camera monitoring) or for SMS Gateway or other similar devices;
- (g) The transfer, resell, rent out, loan out or making available the Service and/or SIM Card(s) to any third party, whether in Belgium or abroad;
- (h) In case calls or sms to Value-Added Numbers is thirty (30) times (or more) higher than the average usage of all users for calls or sms to such numbers;
- (i) For rate plans offering an 'unlimited' volume, as these rate plans are based on normal usage of the Service, if during two (2) consecutive month or during four (4) non-consecutive months over a total period of a year (non-cumulative):
  - the End User of the service sends more than 10,000 SMS messages per month and/or 500 SMS messages per day.
  - the End User of the service sends SMS messages to more than 250 different recipients per month.
  - the End User of the service regularly makes calls for more than 6 hours per day and/or 30 hours per week.
  - the End User of the service uses more than 600 GB per month
  - the monthly usage of the service is regularly 30 times (or more) greater than the average usage of all End Users of the unlimited offer
- (j) Use of the Service for a connection without human intervention or for a connection between machines;
- (k) Usage contrary to the public order and decency.

Proof of the above prohibited practices may be provided by any legal means, including using data and records from Proximus systems or systems provided by third parties. The Customer and Proximus shall consider such data and records as authentic, until proven otherwise.

5.4.6. In case Proximus' systems allow it, End Users can contact Proximus directly, without having to go through the Customer's Fleet Manager, to manage certain technical and administrative operations as part of the performance of the Agreement, for example: replacing a SIM Card following a defect. If some of these operations have an impact on the Customer's bill, the Customer's agreement must be obtained by Proximus in advance.

5.4.7. Complaints relating to an unjustified (partial or full) suspension, restriction or termination of Service must be lodged within five (5) Calendar Days of said the suspension, restriction or termination of Service. If the complaint is lodged after such period, the period between the fifth day and the day on which the complaint is lodged shall not be taken into account for the calculation of any compensation.

## 5.5 Protective measures for mobile data usage

### 5.5.1. Use of the Service in Belgium

As regards the use of the Service in Belgium, Proximus will reduce the mobile data surfing speed after full consumption of the recurring mobile data allowance in Belgium or, if no allowance is active, will cut off the mobile data connection as soon as the mobile data consumption in Belgium exceeds EUR 50 (excl. VAT). When the Customer exceeds his allowance or reaches the surfing limit of EUR 50 (excl. VAT), the Customer

will be informed accordingly by SMS. The Customer can remove, under its own responsibility, the concerned limit by contacting the Customer Service or via self-service, if allowed.

### 5.5.2. Use of the Service outside Belgium

By default, Proximus will cut off the Customer's mobile data connection as soon as the amount of the Customer's monthly bill for mobile data usage exceeds EUR 50 (excl. VAT). For Customers with a rate plan, the mobile data connection will only be cut off if the mobile data usage exceeds the rate plan by EUR 50 (excl. VAT). When the Customer has reached the surfing limit or exceeds the rate plan by the said threshold, the Customer will be informed accordingly by SMS. The Customer who wishes to continue surfing can at any time deactivate, under its own responsibility, the concerned limitation by contacting the Customer Service.

If the Customer deactivates the connection interruption referred to in the previous paragraph, Proximus will cut off the mobile data connection again as soon as the amount of the Customer's monthly bill for mobile data usage exceeds EUR 100 (excl. VAT). When the Customer has reached the surfing limit or exceeds the rate plan by the said threshold, the Customer will be informed accordingly by SMS. The Customer who wishes to continue surfing can at any time deactivate, under its own responsibility, the concerned limitation by contacting the Customer Service.

In case the Customer has deactivated the internet connection interruptions, Proximus will no longer provide the Customer messages about the internet consumption in roaming.

Proximus can, on its own initiative, propose to the Customer to choose another threshold from a list predefined by Proximus in replacement of the default thresholds of EUR 50 and EUR 100 (excl. VAT) mentioned in this section.

### 5.5.3. Fair Use Policy

Without prejudice to article 5.6.6., the use of the Service may be subject to a fair use policy that shall be automatically applied. The conditions of this fair use policy shall be defined in the description of the relevant rate plans.

## 5.6 Roaming Services

5.6.1. **"European Union"** within the meaning the terms and conditions related to Roaming, means the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein, Norway and any other country that Proximus chooses to include in the list of countries where the national rate plan applies, (updated list that can be consulted on [www.proximus.be/roamingzones-offers](http://www.proximus.be/roamingzones-offers)).

5.6.2. For mobile communications within the European Union, excluding calls from Belgium to a foreign number, the national rate plan shall apply. Other charges, such as charges for calls and text messages to value-added service numbers (special numbers (0800, 0900,...), third party services, short numbers,...), third party services and short numbers from abroad, shall be invoiced to the Customer, even if the value-added number is advertised as being free in the country concerned for local users.

For mobile communications outside the European Union, Roaming rates shall be charged.

5.6.3. The list of countries in which Roaming Services are possible and the corresponding standard Roaming rates are published on the Proximus website [www.proximus.be/roamingrates](http://www.proximus.be/roamingrates) and can be modified from time to time in accordance with the roaming agreements between Proximus and the respective foreign operators.



5.6.4. Depending on the country, it is possible for the SIM Card to be programmed to select preferred networks. However, the Customer can manually select the network he wants to connect with, provided that Proximus has concluded a roaming agreement with that foreign operator.

5.6.5. Mobile communications made in non-terrestrial areas (e.g. from a ship or from an airplane) use satellite networks corresponding to another geographical area and are considered as being outside the European Union. The national rate plan does not apply to these mobile communications and the Roaming charges related to these mobile communications shall be invoiced to the Customer.

5.6.6. The Customer commits to make a fair use of the Roaming Services, within the meaning of the applicable Roaming regulation. Should Proximus observe any abusive or anomalous use of the Roaming Services during a period of four (4) subsequent months, Proximus reserves the right to notify the Customer by any appropriate means (SMS, email, mailing, call etc.). In such a case, the Customer has two (2) weeks to adjust his usage pattern and to provide evidence to Proximus of his actual domestic presence and consumption. Otherwise, Proximus reserves the right to charge the additional costs in force pursuant to the Roaming Regulation as from the date of notification until Customer's usage no longer indicates a risk of abusive or anomalous use of the Roaming Services, based on a subsequent observation period of four (4) consecutive months. "Abusive or anomalous use of Roaming Services" under the Roaming Regulation, means:

- (a) presence and consumption of services prevailing in the other Member States, compared with the national presence and consumption of services in Belgium; or
- (b) the prolonged inactivity of a given SIM Card, associated with a very frequent or even exclusive use in roaming mode; or
- (c) the activation and serial use of multiple SIM Cards by a single roaming Customer.

Furthermore, in case of organised resale of SIM Cards to persons who, within the meaning of the Roaming regulation, do not officially reside in Belgium nor have stable links with Belgium, Proximus reserves the right to immediately apply any measure necessary to ensure observance of the Agreement, including its suspension and/or termination, without prejudice to Proximus' right to claim damages.

5.6.7. When Roaming Services are available in the European Union, the quality of service offered in that country may differ from the quality of service offered in Belgium due to various local factors related to the technologies available in the visited country such as the deployment status of the latest technology, local network coverage, available speed, latency but also other external local factors such as topography, etc.

Should the Customer encounter difficulties with the quality of service offered while Roaming in the European Union in relation to what is contractually agreed, the Customer can contact the customer service department in accordance with article 4.1. Outside the European Union, reasons other than those referred to in the first paragraph may influence the quality of Roaming Service.

5.6.8. Proximus provides information on its website about the foreign countries where 5G technology is available ([www.proximus.be/5G](http://www.proximus.be/5G)).

## 5.7 Mobile Internet Use

5.7.1. The Customer has to comply with the Proximus Acceptable Use Policy which forms an integral part of this Agreement. This document can be consulted on [www.proximus.be/AUP](http://www.proximus.be/AUP) or any successor URL, as Proximus may amend from time to time.

5.7.2. Proximus does not give any guarantees, express or implicit, on the ability of the Service to meet the Customer's expectations or needs nor on the uninterrupted operation of the Service.

5.7.3. In case of congestion on the Proximus Mobile Network and to avoid (over) saturation, Proximus may have to slow down certain types of data flow. Please refer to Proximus website for more information on the procedures implemented by Proximus to avoid (over) saturation of its Mobile Network.

5.7.4. The Service provides the Customer with access to the Internet via the Proximus mobile network. The Internet access works via a dynamic IP address. The bandwidth of this access differs depending on the technology that is available at the Customer's site, the network situation, the equipment used by the Customer and the configuration of this equipment. By default, the Service does not include any ICT security provisioning on the Customer's traffic. The Customer accesses the Internet at his own risk and ensures the security of his data traffic himself or authorizes Proximus to do so via an additional Order.

5.7.5. The Customer is solely responsible for defining and setting the parameters of his Terminal Equipment. Proximus draws the Customer's attention to the fact that the parameters defined by the manufacturers may cause the Terminal Equipment to automatically connect to the internet in order to download data, but that the Customer may interrupt such connections automatically via the software on his Terminal Equipment. Proximus reserves the right to change or scrap certain interactive services at any time and/or offer new ones.

5.7.6. When connected to the internet, the Customer is responsible for taking all appropriate measures to protect his own data and/or software, notably against contamination by any viruses circulating on the Internet or against the intrusion by a third party into the system of his Terminal Equipment. The Customer also acknowledges having been fully informed of the internet's lack of reliability, particularly in terms of lack of security relating to data transmission and non-guarantee of performance as regards data volume and transmission speed. The Customer acknowledges having been informed of the fact that the integrity, authentication and confidentiality of information, files and data of any kind which he wishes to exchange over the internet cannot be guaranteed on the Proximus Network. The Customer therefore assumes full responsibility for any breach of confidentiality of the data transmitted via the internet access.

5.7.7. Data likely to be protected by intellectual property rights or in breach of the legal provisions in force may be accessible via an internet connection. Subject to the express approval of Proximus or a third party, the Customer shall not store, copy, download or send any data that is prohibited, illicit, illegal, contrary to public decency or public order, or which infringes or is likely to infringe the rights of third parties, notably intellectual property rights.

5.7.8. The Customer is aware of the potential disruptions that Terminal Equipment can cause to certain sensitive equipment such as medical apparatus, airplanes, etc. It is therefore essential that the instructions issued by the people in charge of such sensitive equipment be strictly observed. Proximus is not liable for any damage that may result from a failure to comply with such instructions.

5.7.9. Usage of the Service may be subject to a reasonable use policy as defined in the description of the rate plan(s) in question.

## 5.8 Protection of Personal Data

5.8.1. For the sake of clarity, it is specified that Proximus acts neither as data controller nor as data processor for the personal data included in the content of the communications transmitted during the provision of the Service.

5.8.2. In addition to the messages Proximus is obliged to send to End Users as imposed by the regulation, the Customer authorizes Proximus to contact its End Users as part of the performance of the Agreement, including but not limited to: offering them electronic billing for mobile bills addressed to them, informing them of the existence of the My Proximus app and keeping them informed of the evolution of the

possibilities offered by this My Proximus app such as (i) consulting and paying its invoices, (ii) consulting its consumption, (iii) activating or deactivating functionalities or options in accordance with the modalities chosen by the Fleet Manager, etc.

5.8.3. If Proximus wishes to inform End Users about Proximus Group products, services and promotions for residential use, Proximus must, in case this is legally required, obtain the prior consent of said Users by any appropriate means. Proximus shall respect the regulations on privacy and the use of personal data. In case of contradiction between the shared billing contract if any (including the User terms) and this provision, this provision shall prevail.

5.8.4. As soon as Proximus' systems allow it, End Users will be able to contact Proximus directly, without having to go through the Customer's Fleet Manager, to manage certain technical and administrative operations as part of the performance of the Agreement: for example, replacing a SIM Card following a defect, or acquiring a new smartphone. The Customer and/or End User will be informed in good time of the date on which these operations will be available. If some of these operations have an impact on the amount on the Customer's bill, the Customer's agreement in principle must be obtained by Proximus in advance.