



# General Terms and Conditions

## Mobile Telephony Service

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### INTRODUCTORY ARTICLE

#### A. GENERAL PROVISIONS

These General Terms and Conditions apply to BELGACOM's mobile telephony service, with the exception of the mobile communication device. This service is provided by BELGACOM, in compliance with the laws and decrees in force governing the provision of the mobile telephony service.

A distinction is made between the following.

##### 1) The contract

The contract is concluded orally, unless otherwise specified in the General Terms and Conditions or in the Specific Terms and Conditions and in the absence of any request to the contrary by the Customer. Any written contract must be drawn up in duplicate and signed by the Customer or by his/her duly appointed representative.

##### 2) The General Terms and Conditions

The General Terms and Conditions set out in full the rights and obligations of BELGACOM and its Customers with regard to the provision of BELGACOM's mobile telephony service.

#### B. DEFINITIONS

For the purposes of these General Terms and Conditions, the following definitions apply to the terms listed below:

##### BELGACOM:

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The autonomous public-sector company with limited-liability under public law, with its registered office at Bd. du Roi Albert II 27, B-1030 Brussels, VAT BE 0202 239 951 Brussels Register of Legal Entities.

##### PROXIMUS

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The registered trademark under which BELGACOM operates and provides the mobile telephony service and related services. The PROXIMUS service is contractually independent from the mobile communication device that enables calls to be made and received.

##### DIRECTORY (THE GUIDE)/DIRECTORY ENQUIRIES DATABASE:

A database containing data about telephony service subscribers, which is made available to the public in the form of a Guide or via Directory Enquiries.

##### CUSTOMER:

A natural or legal person, or a de facto association identified in the contract as the holder of a SIM card representing that person's subscription to BELGACOM's mobile telephony service.

##### SIM CARD:

A card containing a microprocessor to be inserted into an approved mobile communication device in order to access BELGACOM's mobile telephony service. This card makes it possible to identify the Customer over the PROXIMUS network, regardless of the mobile communication device used, in order to make and receive calls. It represents the Customer's subscription to BELGACOM's mobile telephony service. It remains the exclusive property of BELGACOM.

## CONSUMER:

Any natural or legal person who uses the mobile telephony service exclusively for non-professional purposes.

## PROXIMUS NETWORK:

The mobile telephony networks put into service by PROXIMUS and operated by BELGACOM.

## ARTICLE 1: PROCEDURE FOR SUBSCRIBING TO BELGACOM'S MOBILE TELEPHONY SERVICE

### 1.1 Application by the Customer

The Customer submits his/her subscription application for the mobile telephony service to BELGACOM.

### 1.2 Customer details

At BELGACOM's request, the Customer is required to produce the following documents and information:

a) if the Customer is a natural person:

- the original of a Belgian or European identity card or of a valid Belgian passport. Any other documents, including an official document issued as a temporary replacement for a stolen or lost identity card or passport are not accepted;

- proof of the existence of a place of residence or permanent residence in Belgium;

b) if the Customer is a legal person or a de facto association:

- a copy of the Articles of Association published in the appendices of the Belgian Official Gazette, and any amendments that may have been made thereto;

- the name of a contact person and telephone number in Belgium (other than the mobile number linked to the subscription) at which BELGACOM can reach this person;

- all complementary documentation that allows BELGACOM to check the company's financial situation;

c) if the person is a representative of a natural or legal person or of a de facto association:

- proof of his/her identity and the power of attorney.

BELGACOM must be immediately informed in writing of any change to the Customer's name or address, the registered office, or the name or legal form of the legal person. The Customer is solely responsible for the information he/she provides to BELGACOM.

### 1.3 Grounds for rejection

BELGACOM may reject the subscription application or refuse access to foreign networks or to certain additional services and options such as call forwarding, on any of the following grounds:

- the Customer refuses to comply with the conditions stipulated in Article 1.2 of these General Terms and Conditions;

- the Customer has failed to honor the obligations incumbent upon him/her under another contract concluded with BELGACOM;

- in case of proven fraud or non-payment on the part of the Customer;

### 1.4 Advance payment or bank guarantee

BELGACOM reserves the right to demand advance payment or a bank guarantee, both at the time of the activation request and during the implementation of the contract, in the following cases:

- in case of proven or suspected fraud or serious doubt regarding the Customer's solvency;
- if BELGACOM notes that the Customer makes abnormal use of his/her access to the PROXIMUS network, i.e. in a way that deviates from his/her normal usage (e.g. an abnormally high number of units used) or which deviates from the usage that another Customer would have made in a similar situation;
- Belgacom has doubts concerning the Customer's identity;
- the Customer provides a place of residence, permanent residence or billing address abroad;
- in case of a request for activation of the "ProxiWorld" option.

If the advance payment or bank guarantee is not paid within the deadline imposed, BELGACOM may refuse the connection request, suspend the PROXIMUS service or terminate the contract without the Customer being entitled to claim any compensation. This advance payment or bank guarantee does not bear any interest and will be used in its entirety for the payment of the first bill(s). If this advance payment or bank guarantee is not fully used up after the first six bills, the Customer shall be entitled to demand that BELGACOM recover the excess amount of the advance payment or bank guarantee paid.

### 1.5 Effective date and contract duration

Unless agreed otherwise, the contract exists as soon as mutual consent is given, and enters into effect on the date that BELGACOM activates the SIM card on the PROXIMUS network. The Customer will to that end receive a confirmation document containing at least his/her name and address, the connection address, the telephone number of this connection and the services that form the object of the contract. Unless specified otherwise, a contract for a new connection is concluded for an initial term of one (1) year. On expiry, it will be automatically renewed for an indefinite term. The Customer may then terminate it at any moment providing he/she gives 1 month's notice according to the terms and conditions of Article 12.

If the Contract is concluded with a professional client (non consumer), it will be automatically renewed for successive periods of the same duration as the initially concluded contract, except if the client terminates its contract at the end of the contractual period with a notice of minimum 1 month notified in accordance with the terms of article 12.

1.6 Changes to the terms and conditions of the contract or scrapping of a rate plan

BELGACOM shall inform the Customer, by any appropriate means, if a rate plan is to be scrapped and to notify him/her of the final date on which he/she can opt for another rate plan.

BELGACOM shall inform its Customers, by any appropriate means, of any changes made to these General Terms and Conditions and of any rate increases. Except where BELGACOM is granted an exemption by the BIPT (the Belgian Institute for Postal Services and Telecommunications), this information shall be provided at least one month before the changes enter into effect.

If, following a change to these General Terms and Conditions, the Customer does not accept the new conditions imposed by the change, he/she may terminate the contract by registered post addressed to BELGACOM, without being required to pay a penalty, provided he/she does so no later than the last day of the month following the date on which the change entered into effect.

In case of a rate increase, the Customer has the right to cancel the contract without having to pay a penalty, provided that he/she does so no later than the last day of the month following the receipt of the first bill issued after the changes entered into effect.

1.7. Indexation

Belgacom may review and adapt its prices once a year, during the month of January, according to the consumer price index. Given that this indexation falls under the scope of Article 108§2 of the Act of 13 June 2005 relating to electronic communications and is not a price

increase, the Customer does not have the right to terminate the contract in accordance with Article 1.6.

## ARTICLE 2: DUTIES AND OBLIGATIONS OF BELGACOM

### 2.1 BELGACOM's mobile telephony service

2.1.1. 2.1.1 BELGACOM is only bound by an obligation as to means and shall take the measures required to ensure its mobile telephony service functions properly.

BELGACOM alone shall determine which technical means are necessary to provide access to this service under the most favorable conditions possible, without having to extend the network or increase capacity.

Mobile telephony is a form of wireless communication and works via the propagation of radio signals. Since these signals can be disturbed by an external source or obstacles in the form of buildings, vegetation or the terrain, perfect transmission cannot be guaranteed everywhere, at all times. The quality of service of Belgacom's mobile telephony service also depends on the quality of the terminal used by the Customer.

2.1.2. At the latest when the contract is concluded, BELGACOM shall provide the Customer with as comprehensive information as possible with regard to the capacities of BELGACOM's mobile telephony service, the rates applied, the options available and the use of the SIM card in Belgium and abroad.

Outside Belgium, depending on the country, it is possible for the SIM card to be programmed to select only preferred networks. However, the Customer can manually select the network on which he/she wants to send and receive his/her calls or access the internet, provided that BELGACOM has concluded a roaming agreement with that other network.

2.1.3. Every SIM card has an associated PIN code (personal identification number) and PUK code (personal unblocking key). These codes are allocated by BELGACOM and communicated to the Customer when he/she is provided with the SIM card. The instructions on how to use them depend on the technological evolution and are explained in the user manual of the mobile communication device.

The SIM card's programming can be changed at any time by BELGACOM.

2.1.4. BELGACOM provides a Customer Service that will enable, insofar as possible, to meet the Customers' needs.

This Customer Service deals with Customers' questions and complaints with regard to any possible malfunctions of BELGACOM's mobile telephony service. The Customer can also rely on this service in case of loss, theft or failure of his/her SIM card.

The Customer is aware of, accepts and gives his/her consent for calls originating from or made to BELGACOM Customer Services to be recorded in order to serve as proof in case of a contested commercial transaction. Calls to or from the Customer Services department can also be listened to or recorded for the purpose of a quality control of the service.

2.1.5. Insofar as the mobile communication device permits it, the Customer can instruct that call restrictions be applied to his/her device, making certain types of calls impossible. The activation of this restriction is payable, with the exception of the restriction of calls to national premium rate numbers, including national premium rate numbers used for providing adult content or international premium rate numbers that are not operated in compliance with the international E164 telephone numbering plan.

2.2 Access to BELGACOM's mobile telephony service and fault clearance

BELGACOM shall activate the SIM card and clear any faults of which it is aware as soon as possible.

2.3 Telephone number

BELGACOM must allocate just one number per subscription, except if the Customer ports his/her number to BELGACOM from another operator.

Another telephone number may be allocated to the Customer on the latter's request.

BELGACOM will examine this request based on the technical possibilities.

BELGACOM can bill the Customer for charges related to the changing of a telephone number.

If the Customer's telephone number must be changed because of service-related reasons, the Customer must be notified of this at least two months in advance.

2.4 CLIP/CLIR

CLIP: the caller's line identification is displayed on the screen of the mobile telecommunication device.

CLIR: restriction of the caller's line identification.

Where the technical conditions allow it and provided that the Customer's mobile communication device supports this functionality, the Customer receiving the call will see the caller's telephone number appear on the screen of his device (CLIP), on condition that the caller has not restricted this feature (CLIR). If the call originates from another network, the caller's number is only displayed if the operators of the other networks involved authorize the transmission of said number.

The Customer can refuse to have his telephone number displayed (CLIR) when concluding the contract or any time thereafter by contacting BELGACOM's Customer Services (this means that the Customer can change from having his/her telephone number permanently displayed to having it permanently restricted (CLIR) and vice versa, free of charge and at any time. The CLIR function does not work with SMS or MMS.

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/her mobile communication device.

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

2.5 Changes to and suspension of services

BELGACOM may change the technical features of its services to satisfy the operational or organizational requirements of BELGACOM's mobile telephony service. Moreover, with regard to the data services, BELGACOM formally reserves the right to change the access numbers of its network access points, and to change the login procedure.

Barring cases of force majeure or where practical or technical reasons make it impossible, BELGACOM will inform the Customer at least 12 months before any change is made that entails the replacement of or changes to the mobile communication equipment. The Customer will not be able to claim compensation following such a replacement or change.

If, following special operating requirements, the remaining service must be limited or scrapped, BELGACOM undertakes to notify all Customers concerned, by any appropriate means. At any rate, these Customers will have the possibility of canceling the contract in accordance with the procedures relating to the cancellation of an indefinite-term contract (see article 11.2 § 2 of these General Terms and Conditions).

2.6 Protection of privacy

2.6.1. Belgacom holds Customer-related data in its files such as identification data, data on the

Customer's use of Belgacom products and services, Customer traffic data (e.g. numbers called, date and time of calls and internet connections, type of call), location data, billing and payment data, and technical data. These data can be processed for the following purposes:

- provision and billing of the services requested by the Customer;
- interconnection with the electronic communication networks of other operators and their related billing;
- Customer management;
- dispute management;
- implementation of personalized marketing and advertising campaigns relating to Belgacom Group products and services, by post, e-mail or SMS;
- compiling user profiles for marketing purposes based on the Customer's use of Belgacom Group products and services and sociodemographic data;
- the manufacturing and publication of the Guide as well as providing Directory Enquiries;
- detection of fraud and breaches vis-à-vis Belgacom, its employees, its Customers or its suppliers;
- quality control of the services;
- market survey;
- marketing of the telephone numbers and addresses published in the telephone directories;
- implementing marketing or advertising campaigns for third-party products and services via bill inserts;
- the scheduling and organization of the telecommunications infrastructure.

Customer-related data is kept for up to 10 years after the person has ceased to be a Belgacom Customer. For certain categories of data, other retention periods are applicable, for instance for traffic data, whose retention period must not exceed 12 months.

Customers who do not wish to receive Belgacom Group product and services marketing information may inform Belgacom via e-Services or through Customer Services. User identification data and profiles may be shared with subsidiaries of the Belgacom Group for marketing or advertising campaigns for Belgacom Group's products and services. Customers who do not agree can inform Belgacom via the local service point or via the toll-free number 0800 99 981.

Customers who do not wish to receive marketing information relating to third-party products and services through bill inserts, may inform Belgacom through Belgacom Customer Services.

Customers who do not wish their telephone number and address to be published in the Guide

or marketed by Belgacom may notify their local service point.

Customer information that exists in the Guide and in the Directory Enquiries database is

communicated to directory publishers and suppliers of information services.

Customers must inform Belgacom if they do not want their telephone numbers to be listed in the Guide and/or if they do not want Belgacom to communicate any information about them, except to the emergency services or where there is a statutory obligation. Unlisted numbers can be communicated to third parties working for Belgacom and to agents and commercial partners who sell products and services on Belgacom's behalf if this information is necessary for the performance of their contractual obligations vis-à-vis Belgacom.

Data relating to Customers who have terminated their contract with Belgacom can be used by the Belgacom Group to inform them of Belgacom Group's products and services, unless the Customer has otherwise informed the local service point.

Belgacom's files are made available to third parties that work on behalf of or for Belgacom and to the commercial agents and partners who sell Belgacom products and services on Belgacom's behalf. In any case, their access is restricted to the data required to execute their contractual obligations vis-à-vis Belgacom.

In cases provided for by the law, Customer-related data can be given to the competent authorities.

The data that Customers have listed in the Guide and in the Directory Enquiries database is communicated to telephone directory publishers and to suppliers of information services.

Except for the above-mentioned cases, if Customer-related data are sent to third parties by Belgacom, Customers will sent specific information about this by the most appropriate means. Furthermore, in the circumstances provided for by the law, they will have the opportunity to oppose this decision. The Customer has the right to access and rectify this data. For this purpose, the Customer can submit a request, duly signed and dated, together with a copy of his/her identity card, to Belgacom's legal department, 27 Boulevard du Roi Albert II, 1030 Brussels.

2.6.2. Customers must inform Belgacom if they do not want their telephone numbers to be listed in the White Pages of the telephone directory and/or if they do not want BELGACOM to communicate any information about them, except to the emergency services or where there is a statutory obligation. Unlisted numbers can be communicated to third parties working for BELGACOM and to agents and commercial partners who sell products and services on BELGACOM's behalf if this information is necessary for the performance of their contractual obligations vis-à-vis BELGACOM.

## 2.7. Malicious calls

Customers who receive malicious calls can contact the Ombudsman's Service. At the request of the Ombudsman Service, BELGACOM will provide details of the identity and address of the originator of the malicious calls, if it possesses the required information.

## 2.8. Guide and Directory Enquiries

2.8.1. The purpose of the Guide and Directory Enquiries (1307) are: to find a Customer's phone number on the basis of the name and address he/she has communicated and/or on the basis of the phone number, find the Customer's name and address and/or on the basis of their professional activity, find the Customer's telephone number, name and address (only for self-employed persons and companies).

Listing in the Directory Enquiries (1307) database: the surname, first initial, connection address and telephone number, as communicated by your telecom operator, are listed free of charge. For companies and the self-employed, the professional activity can be also included.

2.8.2. The Customer can be listed free of charge in the Guide, under the list of the municipality where the connection has been established. A Customer with several telephone lines within the same municipality shall be entitled to just one listing in which each of the numbers he/she has been allocated may be indicated no more than once, irrespective of the type of connection. Persons living with the holder of a line are entitled to one free listing in their own name, subject to the holder's agreement in writing and according to the rules laid out in the following article.

2.8.3. When subscribing to the contract, the Customer can choose whether or not to be listed in the Guide and Directory Enquiries as well as in other directories and directory enquiry databases. If the Customer does not fill in the fields in the contract for a listing in the directories and the directory assistance services, it will be assumed that he/she wants his/her number to be unlisted. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to these Customers.

2.8.4. The following details are published free of charge in the Guide: surname, first-name initial (for companies: the official name), address of the connection and the telephone number as provided by your telecom operator. If the Customer so chooses, the first name may be given in full. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his/her listing, it will be automatically included in the following publications of the Guide.

2.8.5. For an annual fee, the Customer may opt for additional listings, details, additional lines of text or for large font for the name. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his/her listing, all these payable entries will be automatically included in the following publications of the Guide. A Customer's number can also be incorporated in the listing of another Customer, regardless of whether the number has already been listed in the Guide.

2.8.6. The Customer is responsible for the accuracy of the data that he/she communicates to Belgacom. To be legally admissible, any complaints must be submitted in writing no later than 60 days following the publication date of the Guide.

2.8.7. In accordance with the legislation in force, Belgacom communicates the Customer's telephone number, name and address to all telephone directory publishers and directory assistance providers unless the Customer has an unlisted number or has expressed a wish to the contrary.

2.8.8. The Guide is published in accordance with the legislation in force.

2.8.9. All changes to a Customer's identification or connection details shall be introduced as rapidly as possible into the Guide's database and into the Directory Enquiries database.

2.8.10. The "Mailbox 1307" service allows the caller to leave a message on the Customer's voicemail via the 1307 service, without the mobile phone number being disclosed to that person. To offer this service, Proximus transmits the personal data and mobile phone number to Belgacom's Directory Information Services, which provide this service. If the Customer *does not wish to receive messages via the "Mailbox 1307" service on his/her mobile phone, the Customer can inform the service via the toll-free number 0800 93 742.*

2.8.11 Customers who do not wish their telephone number, name and address to be listed in the Guide or in the Directory Enquiries (1307) database, may request this free of charge on the [www.phoneinfo.be](http://www.phoneinfo.be) website. The Customer's telephone number automatically becomes an unlisted number. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to these Customers.

2.8.12 Customers who do not want their name and address details to be found on the basis of their phone number can have this blocked free of charge by going to the [www.phoneinfo.be](http://www.phoneinfo.be) website. Customers who do not want their phone number, name and address details to be found on the basis of their professional activity can have this blocked free of charge by going to the [www.phoneinfo.be](http://www.phoneinfo.be) website.

2.8.13. In accordance with the applicable regulations, Belgacom must provide the Customer's phone number, name and address details to all telephone directory publishers and directory enquiry providers, unless the Customer has an unlisted number or unless the Customer notifies Belgacom via the [www.phoneinfo.be](http://www.phoneinfo.be) website that he/she does not want to be included in these databases. The Customer may pay for Belgacom to make the details he/she wants listed in the Guide available to third parties, unless the Customer has an unlisted number or if he/she has blocked it on the [www.phoneinfo.be](http://www.phoneinfo.be) website.

### ARTICLE 3: THE CUSTOMER'S OBLIGATIONS

3.1 The Customer shall take all reasonable precautions to keep his/her PIN and PUK codes secret, and any other code sent to the Customer that enables access to a service provided by BELGACOM. He/She is responsible for any malicious or abusive use resulting from the voluntary or accidental communication of the said codes and the SIM card.

3.2. The Customer alone is liable to BELGACOM for the use of the service. He/She is required to use BELGACOM's mobile telephony service with due diligence and respect what is prescribed by the provisions of the agreement.

3.3. The Customer is personally responsible for paying all sums due. Any payer other than the Customer does not acquire any rights whatsoever with regard to BELGACOM.

Customers who give away, lose, copy or lend their SIM card or have it stolen or who communicate their PIN and/or PUK codes or any other code sent to them for obtaining access to a service provided by BELGACOM remain liable for the subscription's use and the payment of the amounts due to BELGACOM within the limits specified in Article 9.

3.4. Only approved mobile communication devices in perfect working order may be connected to the network. The Customer shall respect this provision each time he/she uses the device connected to the network. BELGACOM reserves the right to take all necessary measures to protect its network, if it becomes apparent that the device used by the Customer is of dubious origin.

3.5. If it is established that a mobile communication device hinders the smooth functioning of the network and/or the functions provided and/or if BELGACOM suspects that a device breaches a provision of the General Terms and Conditions of the BELGACOM mobile telephony service, the Customer must, at BELGACOM's request, present all his equipment for inspection. BELGACOM may, if it deems it appropriate, suspend the BELGACOM mobile telephony service to this Customer.

In case of a Customer complaint about the functioning of the service, BELGACOM will conduct an investigation to determine whether the malfunction is attributable to the network infrastructure. If it is not, BELGACOM may ask the Customer to present his mobile communication device for inspection.

3.6.

3.6.1. As regards the BELGACOM mobile telephony service, Customers are forbidden to use a mobile communication device on which any type of equipment which could lead to network disruptions, affect the integrity of the network or its proper functioning, is installed, by any means whatsoever.

3.6.2. Unless otherwise agreed by BELGACOM on an exceptional basis, the Customer must not, in full or in part, directly or indirectly, place the BELGACOM mobile telephony service at the disposal of third parties, nor transfer it to or permit its use by them to provide telecommunications services under his/her own name and for his/her own account.

3.6.3. It is prohibited to use BELGACOM's mobile telephony service:

a) in such a way that certain functions of the PROXIMUS network or of a network linked to it can no longer be executed correctly (for example, the transmission of the caller's ID (except in case of provisions to the contrary), the transmission of the IMEI number of the sending mobile phone, the interception and recording of communications by virtue of an order from a judiciary or administrative body, or the recording of calling and identification data), and/or in such a way that the BELGACOM mobile telephony service is used to direct calls which were routed to a place other than where the Customer is located in the framework of an activity that falls under Article 3.6 point 2 and/or;

b) in such a way as to no longer make it possible to identify or locate the caller following an emergency call, or in such a way as to avoid the interconnection rates charged by BELGACOM and/or;

c) with a device whose use according to BELGACOM, involves prohibited use by virtue of points a) or b) above.

Unless proved otherwise, the provisions set out in this article (3.6.) shall be deemed to have been breached by the Customer if the latter purchases an abnormally large quantity of SIM cards or his/her use (incoming and outgoing calls, SMS, voicemail or type of calls) deviates from the average use of another BELGACOM mobile telephony Customer in comparable circumstances.

BELGACOM may provide proof of the above-mentioned prohibited uses, by any means, including data and overviews from its own systems or systems provided by third parties or by the other telecom operators through which the communication took place.

The Customer and BELGACOM shall consider these data and overviews as valid, unless proof to the contrary is furnished.

3.7. The Customer shall not make any attempts to copy the technical identification data contained on his/her SIM card and, in general, refrain from making any abusive or fraudulent use of his/her SIM card.

3.8. The Customer shall not use the PROXIMUS network and any service provided by BELGACOM in a way that breaches public order and decency.

3.9. In the framework of the BELGACOM mobile telephony service, the Customer shall comply with the applicable laws and with the intellectual property rights and other third-party rights.

3.10. All costs borne by BELGACOM and all payments in general made by BELGACOM (for example, damages and interest to third parties, repair costs, etc.) as a result of a breach of this article by the Customer shall be borne by the Customer, without prejudice to all other rights or forms of recourse of BELGACOM.

3.11. The mobile rate plans offering an "unlimited" volume are aimed at normal usage of the mobile telephony service within the framework of a limited offer. To prevent fraud, Belgacom reserves the right to limit the service or suspend and/or terminate the contract if the monthly usage of the service is regularly 10 times (or more) greater than the average usage of all users of the unlimited offer or in case of abnormal use of the mobile telephony service, for example if the phone is used as a baby monitoring phone, the service is used for call center or SIM box purposes or the service is made available to third parties.

#### ARTICLE 4: Provision associated with the use of internet access

4.1. Before any installation is made the Customer must ensure his/her computer is compatible with our software. It should be specified that access to the mobile internet service on the computer (laptop) requires the use of a USB key that is compatible and designed to accept the data on the SIM card which the user is provided with when subscribing or is sent through the post. The mobile internet service is also available on a laptop with an integrated high speed 3G module.

4.2. To be able to use the service on a computer (laptop), the Customer must download the connection software via a USB key. The Customer hereby acknowledges that the software shall remain the property of Belgacom or of any third parties who hold the intellectual property rights to the Software, even if the Equipment is sold to the Customer. This means that the Customer shall have only one user's license for the Software, which shall be valid throughout the period that the software is protected by intellectual property rights. The Customer shall not copy the Software, except insofar as it relates to backup copy, nor shall he/she change the Software. He/She shall also comply with the specific licensing conditions communicated to him/her when certain software is installed or downloaded. Customers who decide to use this Software shall be deemed to have accepted the specific license conditions relating to this software.



4.3. The Customer may, at any time, sign up for and/or subscribe to the services made available to him/her via an internet access connection. Customers using BELGACOM's mobile telephony service to access the internet hereby also declare that they are aware of how the services function, of the internet and the rules governing internet use, and that they accept them.

Access to the products and services offered via an internet access connection can depend on the technical functions of the mobile communication device.

4.4. BELGACOM reserves the right to change or scrap certain interactive services at any time and to offer new ones.

4.5. The Customer may only use the internet access for private purposes. Use for commercial purposes is prohibited. Among other things, the Customer shall not permit third parties to access the services offered via the internet access connection unless they pay for it, financially or otherwise.

4.6. Nor shall the Customer make abusive, fraudulent or excessive use of the internet access, notably by deliberately or involuntarily congesting BELGACOM's mail servers and/or the data recipient servers (through spamming, junk e-mails, etc.) or by sending messages generating a large number of replies which can disrupt the availability of the servers or the PROXIMUS network. BELGACOM reserves the right to block the receipt of e-mails by its servers which are not protected against open relay, i.e. servers which send e-mails which are not intended for BELGACOM and, at the same time, which enable massive quantities of unsolicited e-mails to be sent.

4.8. 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 BELGACOM 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 and which infringes or is likely to infringe the rights of third parties, and notably intellectual property rights.

4.9. When connected to the internet, the Customer is responsible for taking all appropriate measures to protect his/her 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/her mobile communication device. The Customer also acknowledges that he/she is fully aware 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 that he/she is aware of the fact that the integrity, authentication and confidentiality of information, files and data of any kind which he/she wishes to exchange over the internet cannot be guaranteed on this network. The Customer therefore assumes full responsibility for any breach of confidentiality of the data transmitted via the internet access.

4.10. As the content, products and services are provided by third parties via the internet, the Customer should address any claims relating to the performance of said services or the sale of said content and products to the third parties who have marketed them. The Customer can obtain the details of the third parties whose content is accessible by surfing to BELGACOM's website, [www.belgacom.be](http://www.belgacom.be).

4.11. BELGACOM shall not be liable for:

the content, accuracy and/or integrity of the information and data transmitted using the internet access;

damages, damage, errors or omissions, interruptions, faults, theft, loss and destruction of data, which can occur while the Customer or a third party accesses the internet, except in the case of willful deception or serious misconduct on the part of BELGACOM;

- in case of delayed response times, non-accessibility and/or complete or partial failure of the internet access or the access to the services provided via the internet;

- in case changes are made to the services offer on the internet by the publishers, producers and content distributors, or are imposed through legal or regulatory provisions;

- infringements and fraud committed by the Customer, or any third party, through the intermediary of the internet access.

4.10. Given the secrecy that private correspondence must be subject to, BELGACOM does not make any checks on the content or characteristics of the data transmitted or received by the Customer on the PROXIMUS network and/or the internet. However:

· BELGACOM reserves the right to process communication data relating to the internet access in accordance with Article 2.6 of the present General Terms and Conditions;

· to ensure sound management of the internet network, BELGACOM reserves the right to delete any messages or prevent any operation performed by the Customer which are likely to disrupt the proper functioning of the PROXIMUS network, the internet, or which do not respect the usual rules of use. The Customer acknowledges that he/she is aware of the fact that if BELGACOM is alerted by a third party or the judicial authorities, by any means whatsoever, of the unlawful nature of content transmitted via the PROXIMUS network, BELGACOM will pass said content on to the authorities in charge of upholding the law. After receiving a complaint containing sufficient probative elements, BELGACOM also reserves the right to immediately suspend or interrupt access to the internet to any Customer who sends or transmits litigious content. BELGACOM does in that case not have to give prior notice or pay any compensation.

4.13. Given that BELGACOM does not exercise any control over the content, parents should monitor their underage children's use of the BELGACOM service when the latter access the internet.

4.14. BELGACOM reserves the right to temporarily suspend all or part of the access to the internet in case of force majeure or when carrying out maintenance of the access to or operation of these services, without being required to give prior notice or pay compensation.

Where possible, BELGACOM will inform the Customer of this suspension a reasonable period of time in advance, by any means deemed appropriate, and take the necessary steps to make this service suspension as brief as possible.

4.15. The Customer shall indemnify BELGACOM for any damage resulting from his/her failure to comply with his/her obligations under this article.

4.16. The Customer promises not to exceed the volume limit authorized in the rate plan to which he/she has subscribed. Belgacom reserves the right to reduce the surfing speed to 128 kbps for certain users on these rate plans. The Customer will be informed by SMS in order to avoid the payment of supplements in accordance with the rates in force. This limitation only applies to usage in Belgium. The Customer is given the choice to either remove the surf speed limitation each time he/she exceeds the limit or to never be subjected to a reduced speed. In this case, the Customer must contact Customer Services.

4.17. In application of the European directives, as regards the use of the service in the European Union, Belgacom will cut off the mobile internet connection as soon as the amount of the monthly bill exceeds EUR 60 (incl. VAT). For Customers with a rate plan, the connection will only be cut off if consumption exceeds the rate plan by EUR 60 (incl. VAT). Customers who do not wish to have a surfing limit are requested to contact Customer Services. Customers are informed by SMS before they have reached the surfing limit or when they have exceeded this limit.

## ARTICLE 5: BILLING

5.1. In addition to the requisite statutory references, bills include the following information:

- The subscription fee;
- The total charge for national calls;
- The total charge for international calls per country;
- The total charge for calls to mobile services;
- The total charge for calls to value-added services;
- The total charge for calls to so-called zonal rate (long-distance rate) numbers (078 15);
- The time periods to which the charges and billed calls relate;
- The due date for payment, notwithstanding the provisions of Article 7 of these General Terms and Conditions.

Toll-free calls, including those to emergency services, are not indicated on the bill.

Against payment, the Customer can request, in addition to the items listed in the first paragraph, an itemization of all calls.

This itemized bill is sent to the billing address specified by the Customer. Where this is the case, the Customer must inform any co-users of the telephone line of the fact that the bill for the calls is itemized. The Customer can consult the details of his/her last bill and calls for which he/she has not yet been billed on BELGACOM's website (<http://www.belgacom.be>) free of charge.

If the Customer disputes a bill, he/she can obtain an itemized bill on request, free of charge.

5.2. Unless agreed otherwise, the bill will be sent every month. In the event of proven fraud or serious doubts about the solvency of the Customer, Belgacom may decide to bill the Customer on a weekly basis.

Only one copy of the bill is drawn up and sent to the Customer or the third-party payer designated by the Customer, in accordance with the billing schedule (billing intervals) set by Belgacom.

5.3. For a charge, the Customer may ask to receive an interim bill. BELGACOM can send an intermediary bill or a demand for an advance payment on the following bill at any time.

5.4. In the event of proven fraud or serious doubts about the solvency of a Customer, Belgacom reserves the right, at any time, to ask a Customer to provide an unconditional bank guarantee at first demand. Should the Customer fail to submit proof of the existence of such a guarantee within three working days of BELGACOM's demand, the latter reserves the right to fully suspend provision of the telephony service to the Customer without prejudice to Article 12.1.1 of the present General Terms and Conditions.

5.5. In his/her relationship with BELGACOM, the Customer acknowledges the validity and probative force of the bills and any other documents used to establish them.

#### ARTICLE 6: DISPUTED BILLS

6.1 The Customer shall indicate the heading concerned and the amount contested in any complaint he/she files.

The obligation to pay the disputed sum will then be suspended, regardless of whether the complaint has been filed with Customer Services or with the Telecommunications Ombudsman's Service. The uncontested amount must be paid by the normal due date.

If BELGACOM rejects a complaint, the contested amount must be paid immediately. BELGACOM will indicate the due date for the contested amount in the letter notifying its decision.

6.2. BELGACOM will immediately take into consideration all complaints about bills that are submitted to it.

If it transpires that the Customer has wrongfully contested the last two consecutive bills, or three of the last six bills, Belgacom reserves the right to claim payment in full of the new contested bill.

Moreover, if the new complaint proves to be unfounded, the Customer may be billed for the costs of the investigation.

6.3. To be admissible, any complaint about amounts billed must be lodged with BELGACOM within 30 days of the billing date, without prejudice to any other means of recourse.

#### ARTICLE 7: TERMS AND CONDITIONS OF PAYMENT

7.1. The amounts billed by BELGACOM are payable within the timeframe mentioned on the bill.

Sums indicated on an interim bill not requested by a Customer or a request for an advance on the next bill sent by BELGACOM must be paid within three working days of the date on which they are sent.

Payment must be made by bank transfer, to the account number specified by BELGACOM, with an indication of the appropriate reference details.

7.2. BELGACOM will inform the Customer of the amount to be paid if the Customer claims not to have received his/her bill. A copy of the bill will be provided to the Customer on request. Repeated requests by the Customer for duplicate bills and requests for copies of bills predating the last three bills may result in the Customer being charged a fixed administrative charge per copy.

7.3. In case of non-payment, BELGACOM shall send a reminder to the defaulting Customer or to the third-party payer designated by the Customer.

Reminders incur fixed administrative fees.

The expiry of the due date for payment indicated in the reminder shall serve as official notice to the Customer. Calculated interest on arrears are due on the total uncontested amount of the bill in case of non-payment of the bill by the due date.

In the event of partial payment, the amount paid is first used, without exception, to offset any interest due.

If BELGACOM entrusts the recovery of the debt to a third party, the Customer will be billed for this.

#### ARTICLE 8: BELGACOM'S LIABILITY

8.1. In general, BELGACOM is only liable for deception or serious misconduct on its part or on the part of one of its employees.

Moreover, the Customer recognizes and accepts that BELGACOM cannot be held liable for any intangible damage, nor for damage such as loss of income, loss of profits, business interruption, or loss of or damage to data.

Without prejudice to the mandatory legal provisions, in all cases where BELGACOM may be found liable, such liability shall be limited to €650,000.

8.2. BELGACOM is not liable in the event that the PROXIMUS service is improperly used, the mobile communication device and/or its accessories malfunction or the SIM card fails to work in a non-approved terminal.

8.3. BELGACOM is not liable for damage resulting from the content of calls and messages. Nor can it be held liable for third-party services provided via the PROXIMUS service or for the billing thereof.

8.4. BELGACOM is not liable for any damage resulting from the intervention of a third party.

8.5. BELGACOM is not liable for damage as a result of the Customer activating/deactivating certain services/options, such as the deactivation of the PIN code.

8.6. BELGACOM declines all liability for any damage whatsoever that might result from the Customer's decision to deactivate the PIN check.

8.7. The Customer is aware of the possible risks inherent to using a mobile communication device, more particularly the dangers that can result from using the mobile communication device.

BELGACOM is not liable for any damage resulting from an accident caused by the use of a mobile communication device.

The Customer is aware of the potential disruptions that a mobile communication device 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 equipment be strictly observed.

BELGACOM is not liable for any damage that may result from a failure to comply with such instructions.

#### ARTICLE 9: THE CUSTOMER'S LIABILITY

9.1. The Customer is liable vis-à-vis BELGACOM for any damage, material or otherwise, resulting from his/her improper use of BELGACOM's networks and/or mobile telephony services and shall reimburse BELGACOM for any damage incurred in this regard.

9.2. The Customer is liable for any damage in general caused to BELGACOM or a third party resulting from the use of the SIM card, by any person and on any mobile communication device whatsoever, even in case of loss or theft.

In case of loss or theft, the Customer shall continue to be responsible for the payments due under the agreement, unless he/she informs BELGACOM of the loss or theft immediately by telephone and, at the same time, asks BELGACOM to deactivate his/her line. In this case, the Customer will be exempt from having to pay for any use made of the SIM card after this information was provided/this request was made.

The Customer's statement must be confirmed immediately by registered post, addressed to BELGACOM.

Putting the line out of service in these circumstances does not result in the termination of the contract between BELGACOM and the Customer: any other payments remain due. The line will be reactivated as soon as this has been requested by the Customer.

#### ARTICLE 10: NUMBER PORTABILITY

The Customer can ask for his/her number to be ported to another operator. A Customer who would like his/her number to be ported to another operator must contact the operator in question. On the Customer's behalf, the new operator will take the necessary steps with BELGACOM to have the number ported and to put an end to the contractual relationship between the Customer and BELGACOM. Since the porting of a number to another operator results in the termination of the contract by the Customer, the terms set out in Article 13 shall apply.

Only numbers that have not been deactivated may be ported. The services from which a Customer benefited while with BELGACOM will not be transferred. Likewise, BELGACOM cannot guarantee that it can offer Customers who port their numbers to BELGACOM the services they enjoyed with their previous operator. During the porting operation, the Customer will be temporarily inaccessible.

BELGACOM will, however, refuse number portability:

- if the operator to whom the Customer wishes to port his/her number does not comply with the legal procedure that applies to number portability;
- in case of suspected or proven fraud by the Customer or a third party.

BELGACOM will take all reasonable steps to ensure that the number is ported successfully. For technical reasons or following the intervention of a third party during the porting, the number porting facility may be unavailable or faults may occur during the porting of the number.

BELGACOM is not liable for any damage resulting from the erroneous porting of one or more numbers, unavailability for technical reasons or faults occurring when the number is ported.

#### ARTICLE 11: TRANSFER OF THE AGREEMENT

The Customer may only transfer his rights and obligations under the agreement on condition that he/she complies with the formalities required by BELGACOM, BELGACOM gives its consent and the Customer accepts the financial terms that apply to such a transfer. BELGACOM has the right to transfer all or part of its rights and obligations under the agreement to a third party, without requiring the Customer's consent.

## ARTICLE 12: SUSPENSION AND TERMINATION BY BELGACOM

12.1.1. If a Customer does not fulfill his/her obligations arising from this contract or another contract, BELGACOM can suspend all or part of the services offered to the Customer.

12.1.2. If the Customer fails to comply with his/her obligations under Article 3 of these General Terms and Conditions, BELGACOM may suspend all or part of the services offered to the Customer, who is the subject of the same bill, after the Customer has been informed by post and has failed to remedy the situation within ten working days of this letter's postal date. The service may be suspended in full with immediate effect if the Customer disrupts traffic on the public telephone network.

In case of an exceptional surge in the Customer's usage, BELGACOM may suspend or terminate all or part of the mobile telephony service after having notified or attempted to notify the Customer in advance.

12.1.3. Restriction or full suspension of the service(s) will come to an end when the Customer complies with his/her obligations. Restoring the normal service shall incur fixed administrative fees.

12.2. The Customer shall continue to be liable for payment of the basic subscription charge and any additional charges throughout the duration of the full suspension of the mobile telephony service.

12.3.. If the Customer has not complied within the deadlines set out in the reminder, BELGACOM has every right to terminate the contract.

In either case, the Customer will be liable for payment of the penalty for breach of contract provided for in Article 13 of these General Terms and Conditions.

12.4. For a period of three months, BELGACOM will inform all those calling the Customer's number that the contract has been terminated, unless otherwise requested by the Customer. This service is provided free of charge if the Customer agrees to the standard message proposed by BELGACOM. For a charge, the Customer may have the standard message replaced by another.

If the technical conditions permit, the Customer may also, for a charge, extend the service beyond the three-month period.

12.5. The contract shall be rescinded ipso jure and without formal notice if the Customer discontinues business, he/she is declared bankrupt, in the case of collective debt settlement or if he/she goes into liquidation.

For the rest, these General Terms and Conditions shall apply in full to the contract.

## ARTICLE 13: TERMINATION AND TRANSFER BY THE CUSTOMER

The Customer may terminate the contract before the expiry of the first year or before the new term for Customers who are not consumers, for any reason whatsoever, against payment of a termination indemnity equivalent to the monthly standard subscription charges remaining until the expiry of the first contractual year or the new one for Customers who are not consumers. This indemnity is not subject to VAT.

On expiry of the first year, the Customer may terminate the contract at any time, subject to one month's notice being served or to the payment of an equivalent indemnity.

Notice must be served either by registered post or in person at a BELGACOM point-of-sale. In the event of the latter, the Customer shall be provided with an acknowledgement of receipt.

In addition, the Customer may terminate any additional service at any time by serving one month's notice in accordance with the same provisions.

## ARTICLE 14. COMPLAINTS AND DISPUTES

### 14.1.Complaints submitted to BELGACOM

14.1.1. In the event of difficulties relating to the implementation of the contract, the Customer should contact BELGACOM Customer Services.

14.1.2. Complaints relating to any unjustified disconnection of a line must be lodged with Belgacom within five calendar days of the deactivation. If a complaint is not filed within this deadline, the period between the fifth

calendar day and the day on which the claim is filed will not be taken into account for the purposes of calculating any compensation.

14.2. Complaint submitted to the Telecommunications Ombudsman's Service  
14.2.1. The Customer may contact the Telecommunications Ombudsman's Service (1, Place des Barricades, 1000 Brussels, at tel: 02/223 06 06 fax: 02/219.77.88, [plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be),

[www.mediateurtelecom.be](http://www.mediateurtelecom.be)), which is officially attached to the Belgian Institute for Postal Services and Telecommunications. The Telecommunications Ombudsman's Service is completely independent of BELGACOM. Within its field of competence, the Service does not receive instructions from any public authority.

The Customer has the choice between contacting the French-language or Dutch-language Ombudsman. Complaints are only admissible if they are filed in writing. The Customer may nevertheless contact the Telecommunications Ombudsman's Service orally if he/she wishes to be fully informed of his/her rights.

A complaint is only admissible if the Customer can show that he/she first took the necessary steps via Belgacom.

The Telecommunications Ombudsman's Service is under no obligation to handle claims relating to incidents that took place more than one year before a complaint is submitted. The Ombudsman's Service will cease to investigate a complaint if it is brought to court. Legal proceedings are always possible in accordance with Art. 14.3. of these General Terms and Conditions.

14.2.2. The statutory tasks of the Telecommunications Ombudsman's Service are as follows:

a) to examine Customer complaints relating to BELGACOM's activities;  
b) act as a mediator to facilitate an amicable settlement between BELGACOM and its Customers;

c) provide BELGACOM with a recommendation if an amicable settlement cannot be reached. A copy of the recommendation is addressed to the complainant. In this case, BELGACOM has twenty working days to justify its decision if it does not follow the recommendation received;  
d) for each Customer who claims to be the victim of the malicious use of an electronic communication network or service, to examine the request for the identity and address details of the network or service users who have harassed this Customer, insofar as such details are available. The Telecommunications Ombudsman's Service will accede to such requests under the following conditions:

- the facts would seem to be founded;
- the request refers to exact dates and times.

14.2.3. In investigating a complaint brought before it, the Telecommunications Ombudsman's Service can examine, in situ, BELGACOM's books, correspondence, minutes and, in general, all documents and entries relating directly to the complaint. The Ombudsman's Service can ask for explanations and information from BELGACOM directors and staff and can carry out any checks necessary for its investigation.

The Ombudsman's Service will treat this information as confidential where its disclosure may be harmful for the company in general.

#### 14.3. Competent courts

The Brussels lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the contract.

#### 14.4. Applicable law

The provisions of the contract are governed by Belgian law.