

## General

These General Terms and Conditions Mobile apply to the mobile telephony Service marketed under the Proximus brand, with the exception of the mobile communication device.

The Service is provided by Proximus in accordance with the applicable laws and decrees governing the provision of the Service.

It is recommended that you keep a copy of these General Terms and Conditions.

### A distinction is made between the following.

- **The Agreement**

The Agreement consists of the following documents: (i) the Contract Summary (in cases required by law), (ii) the Offer (if any), (iii) the Price List, (iv) these General Terms and Conditions, and (v) The Specific Terms and Conditions. The written Agreement must be drawn up in duplicate and signed by the Customer or by his duly appointed representative. The Agreement must contain: the Customer details, the number of the SIM Card, the billing and payment data, and the rate plan and/or options chosen by the Customer.

- **General Terms and Conditions Mobile**

The General Terms and Conditions Mobile set out all the rights and obligations of Proximus and its Customers with regard to the provision of the Service and form an integral part of the Agreement.

- **Specific Terms and Conditions**

The Specific Terms and Conditions may depart from the General Terms and Conditions Mobile.

They apply to the optional services offered by Proximus.

- **Price List**

The Price List mentions all the prices of the services provided by Proximus.

### Prioritisation documents in the Agreement:

In case of conflict or inconsistencies between the documents of the Agreement, the following order of precedence shall apply in decreasing order of priority:

- Specific Terms and Conditions
- the General Terms and Conditions;
- the Offer;
- the Price List;
- the Contract Summary (in cases required by law).

## Definitions

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

### Service:

The mobile telephony service and the related additional services provided by Proximus. The service is contractually independent of the mobile communication device that enables calls to be made and received.

### Customer:

A legal person or a *de facto* association with more than nine (9) employees (calculated in accordance with articles 1:24 or 1:28 of the Belgian Companies and Associations Code), identified in the Agreement and who is the holder of at least one (1) sim Card representing that person's subscription to the service and who uses the service for purposes which are not purely private.

### Sim Card:

means a physical SIM Card or E-SIM Card. A physical SIM Card is a Card containing a microprocessor which has to be inserted manually into authorized mobile communication devices 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 mobile communication device in order to access the Service. CardCard A SIM Card makes it possible to identify the Customer over the Mobile Network, regardless of the mobile communication device used, and allows the Customer to make and receive mobile communications. It represents the Customer's subscription to the Service. The physical SIM Card remains the exclusive property of Proximus.

Proximus PLC under Belgian Public Law, Bd du Roi Albert II 27, B-1030 Brussels, VAT BE 0202.239.951, Brussels Register of Legal Entities IBAN: BE82 2100 0008 8968, BIC: GEBABEBB

### Mobile Network:

The mobile telephony networks operated by Proximus.

### Invoice:

The document referred to as invoice or bill or any other document by which proximus claims payment of its services or collects, in the name and on behalf of third parties, the amounts related to the services of these third parties.

### Initial Term:

The initial period for which the agreement is being concluded.

### Renewal Term(s):

The (successive) period(s) for which the agreement is being concluded after the initial term.

### Proximus:

Proximus public limited company, a company under Belgian Public Law with registered address at Bd du Roi Albert II 27, B-1030 Brussels and VAT number BE 0202.239.951, Brussels Register of Legal Entities.

**Business Day:** Every day except Saturdays, Sundays and Belgian public holidays unless otherwise specified in the Agreement.

**Calendar Day:** Any day of the Gregorian calendar.

## Article 1 procedure for subscribing to Proximus service

### 1.1 Customer's request

The Customer submits his request to subscribe to the Service via Proximus or another sales channel.

### 1.2 Customer's identification

The Customer must provide the following documents and information:

- if the Customer is a natural person: the Customer must identify himself and provide proof of a fixed residence or domicile in the European Union based on official documents
- if the Customer is a legal person or a *de facto* association: a copy of the Articles of Association published in the Appendixes of the Belgian Official Gazette, and any amendments that may have been made thereto;
- if the person is a representative of a natural or legal person or of a *de facto* association: the person must provide proof of his identity and the power of attorney.

Proximus must be immediately informed in writing of any changes 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 provides to Proximus.

### 1.3 Grounds for rejection

Proximus may reject the subscription request 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 Mobile;
- the Customer has failed to honour the obligations incumbent upon him under another agreement concluded with Proximus;
- in case of proven fraud or serious doubt regarding the Customer's solvency;
- the Customer provides a false or erroneous identity;
- the person who submits the request refuses to comply with Proximus's first request to pay a down payment or provide proof of the existence of an unconditional bank guarantee.

### 1.4 Advance or bank guarantee

Proximus reserves the right to demand advance payment or an unconditional bank guarantee from the Customer, when the connection request is submitted and during the implementation of the Agreement, in the following cases:

- in case of fraud;
- if the Customer has unpaid and due debts towards Proximus;
- if Proximus notes that the Customer makes abnormal use of his access to the Mobile Network, i.e. in a way that deviates from his 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;

in case of doubts concerning the Customer's identity; The advance due in case of fraud, unpaid, due debts and in case of doubts concerning the Customer's identity, is up to six times the Customer's average invoice, the amount being calculated on the basis of the invoices of the latest twelve (12) months. The advance due in case of abnormal use is equivalent to the price of the consumed service. If the advance or bank guarantee is not paid within the deadline imposed, Proximus may refuse the connection request, suspend the Service or terminate the Agreement without the Customer being entitled to claim any compensation whatsoever. There is no interest on this advance or bank guarantee. The advance will be used in its entirety for the payment of the first bill(s) of the Customer. If this advance or bank guarantee is not fully used up after the first six bills, the Customer shall be entitled to demand that Proximus recover the excess amount of the advance or bank guarantee paid.

### 1.5 Effective date and Agreement duration

Unless otherwise agreed, the Agreement is validly concluded as soon as mutual consent is given and it enters into effect on the date that Proximus activates the SIM Card on the Mobile Network

Unless otherwise agreed between the Parties, the Initial Term of the Agreement shall be 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 renewed automatically 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.

### 1.6 Changes to the terms and conditions of the Agreement

Proximus reserves the right to amend the Agreement and the technical features of the Service, even if this affects the price or quality of the Service. 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 Agreement 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 indexation foreseen in this Agreement, terminate its Agreement 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, change of type of 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 change.

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.

## Article 2: rights and obligations of proximus

### 2.1 Mobile Telephony Service

2.1.1 Proximus only has an obligation of means (*obligation de moyen/middelenverbintenis*) regarding its obligations under the Agreement and shall take all the necessary measures to ensure the proper functioning of the Service. Unless stated otherwise, Proximus does not guarantee a minimum level of quality of the Service.

Proximus alone shall determine which technical means are necessary to provide access to this Service under the most favourable conditions, without having to extend the Mobile Network or increase capacity. The Service is only available in terrestrial areas and under no conditions shall Proximus provide any aerial coverage.

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 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.

### 2.1.2. Use in Belgium and abroad (Roaming Service)

2.1.2.1. At the latest when the Agreement is concluded, Proximus shall provide the Customer with as much information as possible with regard to the capacities of the Service, the rates applied, the available options, and the use of the SIM Card in Belgium and abroad. The estimated maximum upload and download speeds of the mobile broadband connection, the advertised upload and download speeds of the mobile broadband connection (where available), and the mobile download volume can be found on the website.

2.1.2.2. The Proximus Service includes the use of the Customer's SIM Card on other mobile networks abroad ("Roaming services" or "Roaming"), in return for payment for communications outside the European Union. For communications within the European Union, excluding calls from Belgium to a foreign number, the national tariff plan shall also 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.

Phone calls and data connections 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 does not apply to these communications and the Roaming charges related to these communications will be charged to the Customer.

The list of countries in which Roaming is possible and the Roaming rates are specified in the description of the tariff plan concerned and may be modified according to agreements between Proximus and foreign operators.

With the exception of article 2.1.2.5, "European Union", within the meaning of articles 2.1.2. and 3.1.2. of the present 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 tariff plan applies (updated list that can be consulted on [www.proximus.be](http://www.proximus.be)).

2.1.2.3. 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 wants to send and receive his calls or access the Internet, provided that Proximus has concluded a roaming agreement with that other network.

The Customer has the possibility to opt for separate roaming services provided by suppliers of alternative roaming services, according to the conditions stipulated on the website [[www.proximus.be/roaming](http://www.proximus.be/roaming)]. This option to switch to an alternative provider of roaming services or to switch from an alternative provider of roaming services to another provider is free of charge and can take place at any time.

Proximus cannot grant the customer's request to switch to an alternative provider of roaming services in the following cases

- if the customer's SIM Card is out-of-service;

- if an opt-out has been requested for the customer's SIM Card. An opt-out means that the SIM Card holder specifically asked Proximus that the Card cannot be used for the provision of alternative roaming services.

Proximus can under no circumstances be held liable for the provision of the roaming service offered by the alternative service provider, nor for any possible problem related to the provision of this service.

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

2.1.2.5. 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 13 of these General Terms and Conditions. Outside the European Union, reasons other than those referred to in the first paragraph may influence the quality of Roaming Service.

2.1.2.6. Without prejudice to article 3.12, 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.

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 Proximus and communicated to the Customer when the SIM Card is activated. In case of an E-SIM Card the PIN Code is disabled by default and the Customer is solely responsible for enabling the PIN Code. In case of a physical SIM Card the Customer's PIN Code shall be enabled by default. The instructions on how to use them depend on technological developments and are explained in the user manual of the Customer's mobile communication device.

2.1.4. Proximus offers a Customer Service to ensure that the Customer's needs are met insofar as possible. This Customer Service handles Customer questions and complaints relating to any malfunctions of the Service. The Customer can also use this service in case of the loss, theft or failure of his SIM Card. The Customer is informed of, accepts and gives his consent for calls originating from or made to Proximus Customer Service 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.

2.1.5. Insofar as the mobile communication device permits it, the Customer can instruct that call restrictions be applied to his device, making certain types of call 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 to provide adult content, international premium rate numbers and numbers that are not used in compliance with the international E164 telephone numbering plan.

2.1.6. Proximus reserves the right to take all appropriate measures in order to respond to an incident regarding network security or to face up to integrity incidents, threats and to vulnerable situations. These measures may, in certain cases, consist in a temporary modification of the terms of service.

## 2.2. Access to the SMS and voice Service, availability and fault clearance

2.2.1. Proximus shall activate the SIM Card within two (2) Business Days, except in the following cases (i) mutual consent with the customer, (ii) late delivery by third parties, (iii) in application of the grounds for rejection mentioned in Article 1.3, (iv) in case of a portability, as specified in Article 10, (v) complex and/or multiple activations, (vi) failure to act on the part of the Customer, (vii) force majeure. This period starts from the moment the Customer requests the activation of the SIM Card.

If Proximus is unable to respect this obligation - unless the delay is attributable to the Customer, another operator or in case of force majeure - it shall offer the Customer affected by the delay, who explicitly requests it, compensation limited to that specified in the Price List, for each calendar day of delay. The Customer will have ten (10) Business Days to claim said compensation.

2.2.2. Proximus shall take all the necessary measures to clear any faults attributable to it as soon as possible.

## 2.3 Telephone number

Proximus must allocate one number per subscription, except if the Customer ports his number to Proximus from another operator. Another telephone number may be allocated to the Customer on the latter's request.

Proximus will examine this request based on the technical possibilities. Proximus can bill the Customer for charges related to the changing of a telephone number.

If the Customer's telephone number must be changed due to Service-related reasons, the Customer must be notified of this at least two (2) months in advance.

## 2.4 Protection of personal data

### 2.4.1 Generalities

2.4.1.1. The data protection related concepts used in this article 2.4 shall have the meaning given to them in the Data Protection Legislation.

2.4.1.2. The Customer undertakes to comply (i) with the General Data Protection Regulation (2016/679) (ii) with the Belgian law on the protection of natural persons of 30 July 2018 with regard to the processing of personal data, and (iii) with the national laws implementing the Directive on Privacy and Electronic Communications (the legislation referred to under (i), (ii) and (iii) above being jointly referred to as the "**Data Protection Legislation**").

2.4.1.3. Proximus will comply with the Data Protection Legislation when processing information relating to an identified or identifiable natural person in its performance of this Agreement (referred to as 'personal data' under the Data Protection Legislation).

2.4.1.4. The role of Proximus (data controller or data processor) with regard to the personal data being processed in the context of the performance of the Agreement, other than the personal data mentioned in article 2.4.2. for which Proximus is data controller, will be described either in the Order Form or the applicable Contractual Service Description or in the Proximus Privacy Policy, available at [proximus.be/privacy](http://proximus.be/privacy).

### 2.4.2 Proximus acting as data controller

Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:

- the performance of the Agreement with the Customer and the delivery of the Products and Services requested by the Customer;
- the administration and management of relations with the Customer;
- Customer profiling and conducting information and promotion campaigns for products and services offered by the Proximus Group, unless the Customer objects to this;
- the improvement and development of Proximus products and services;
- the provision of reporting services to third parties based on anonymized data.

Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.

Proximus may share Customer data with the Affiliates of the Proximus Group in order to conduct information and promotion campaigns for the products and services of the Proximus Group, unless the Customer objects to this.

In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.

## Mobile Communication Service

The Customer has the right to access, correct and delete any data that relates to him.

For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [proximus.be/privacy](https://proximus.be/privacy).

The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer objects to this.

Proximus hereby delegates to the Customer, which agrees, to carry out the following obligations of Proximus under the Data Protection Legislation. In particular, the Customer shall:

- ensure that all personal data are accurate, complete and up-to-date;
- ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Agreement. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how employees can exercise their rights regarding their personal data;
- shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 2.4.2.

### 2.4.3. Proximus acting as data processor

2.4.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to Proximus in connection with its use of the Products/Services and requests Proximus to process personal data on behalf of the Customer (or of the Customer's data controllers) for the sole purpose of providing the Customer with the Products/Services, the Customer shall act as data controller in relation to the processing of these personal data and Proximus shall act as a data processor regarding these personal data.

2.4.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 2.4. are appropriately reflected towards its data controllers it allows to make use of the Products/Services. The Parties agree that Customer shall act as the sole point of contact for Proximus, either in its capacity as data controller or on behalf of its data controllers. All references to Customer rights and obligations under this Article 2.4. shall be deemed to include the respective data controllers of the Customer to the extent applicable.

The personal data made available by the Customer might relate to the following types of data subjects: its own customers, employees, workers, agents, representatives, consultants or other third parties.

The personal data might include the following categories of data:

- identification information, contact details;
- preferences with regard to direct marketing;
- invoice and billing data;
- data related to the usage of the Products/Services under this Agreement;
- any other type of personal data identified in the Agreement.

With regard to these personal data of the Customer (or its data controllers) will have the rights and obligations a data controller as set out in the Data Protection Legislation.

2.4.3.3. Proximus shall process or transfer the personal data in accordance with Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Agreement, including this article, is the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.

2.4.3.4. Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data (i) commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality and (ii) does not process the personal data except on instructions from the Customer, unless he/she is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States.

2.4.3.5. Irrespective of where Proximus receives or holds the personal data, Proximus shall take the technical and organizational measures agreed in this Agreement to ensure a level of security appropriate to the risks that are presented by the processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of processing) and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.

2.4.3.6. If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Agreement, Proximus shall inform the Customer about the breach without undue delay.

2.4.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus shall provide insofar as possible reasonable assistance to the Customer in:

- dealing with requests from data subjects exercising their data subject rights under the Data Protection Legislation;
- implementing technical and organisational security measures to comply with the Customer's obligation of security of the personal data processing;
- notifying personal data breaches affecting the personal data to the supervisory authority and to the data subject, as the case may be; and
- conducting data protection impact assessments and consult the supervisory authority in such context.

Proximus reserves the right to claim a reasonable compensation for this assistance.

2.4.3.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 2.4.3 as well as to contribute reasonable demands for audits conducted by the Customer or another independent auditor mandated by the Customer. Advance notice of at least 60 (sixty) Calendar Days is required, unless applicable Data Protection Law requires earlier audit. In case of an audit, Customer will bear its own expense and the cost of Proximus's internal resources required to conduct the audit. Audits will be limited to data privacy aspects and to a maximum of three (3) Business Days and will only be allowed during Business Hours without impact on the Proximus business. Proximus and the Customer agree to limit the audits to a strict minimum and with a maximum of once every two (2) years unless serious reasons for an earlier audit would exist or if a data protection authority would require so. Certifications and existing audit reports will be used to avoid audits. If any audit reveals that Proximus is, or that the Products/Services are, not in compliance with the provisions of this Agreement and/or Data Protection Legislation, the exclusive remedy of the Customer, and the exclusive obligation of Proximus shall be that: (i) the Parties will discuss such finding, and (ii) Proximus shall take, at its own cost, all corrective actions, including any temporary workarounds, it deems necessary to comply with the provisions of this and/or Data Protection Legislation. Proximus may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

2.4.3.9. The Customer hereby provides a general written authorisation to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfil its contractual obligations under the Agreement and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Proximus shall inform the Customer of any intended addition or replacement of other processors, giving the Customer the opportunity to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Agreement. Where Proximus engages another processor under this article, Proximus shall ensure that the obligations set out in this article 2.4.3. are imposed on that other processor by way of a written agreement.

2.4.3.10. Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognised by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer. The Customer shall from time to time execute such documents and perform such acts as Proximus may reasonably require to implement any such appropriate safeguards.

2.4.3.11. At the end of the Agreement, Proximus will delete the personal data (unless the law requires further storage of the personal data) or, if requested by the Customer, return it to the Customer or give the Customer the possibility to extract the personal data.

2.4.3.12. If any request of the Customer under this article 2.4.3 requires Proximus to take additional steps beyond those directly imposed on Proximus by the Data Protection Legislation, the Customer shall reimburse Proximus for any costs incurred by Proximus for taking such additional steps.

2.4.3.13. The breach of any Data Protection Legislation by Proximus shall be deemed as a Proximus' Fault only if Proximus has acted outside or contrary to lawful instructions of the Customer.

## 2.5. Malicious calls, calling restrictions and CLIP/CLIR

2.5.1 A Customer receiving malicious calls may ask Proximus to identify the number from which the calls originated. If identification is technically possible, Proximus will ask the holder of the number to stop making such calls.

2.5.2 Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the request of the Ombudsman's Service, Proximus will provide the latter with the identity and address of the originator of the malicious calls, if Proximus possesses the necessary data.

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

CLIR: restriction of the caller's line identification.

Where the technical requirements 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 operators of the other networks concerned authorize the transmission of said number.

The Customer can refuse to have his telephone number displayed (CLIR) when concluding the Agreement or at any time thereafter by contacting Proximus Customer Service (this means that the Customer can switch from having his 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 messages.

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 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.

## 2.6. Telephone directories and directory assistance

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.

## Article 3: rights and obligations of the customer

3.1 The Customer shall take all reasonable precautions to keep his PIN and PUK codes secret, and any other code sent to him that enables access to any service provided by Proximus. The Customer is responsible for any malevolent or abusive use resulting from the deliberate, fortuitous or accidental communication of the aforementioned codes and SIM Card.

3.2. The Customer has sole liability vis-à-vis Proximus for the use of the Service. He is required to use the Service with due diligence and to 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 Proximus. Customers who give away, lose, copy or lend their SIM Card, whose SIM Card is 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 Proximus shall remain liable for the subscription's use and the payment of the amounts due to Proximus 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 uses the device connected to the Network. Proximus 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 Proximus suspects that a device breaches a provision of the Agreement, the Customer must, at Proximus request, present all his equipment for inspection. Proximus may, if it deems it appropriate, suspend the Service to this Customer.

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

3.6.

3.6.1. The Customer may not use a mobile communication device on which is installed, by any means, any type of equipment which could lead to Network disruptions, affect the integrity of the Network or its proper functioning.

3.6.2. Unless otherwise agreed by Proximus on an exceptional basis, the Customer may not place the Service, in full or in part, directly or indirectly, at the disposal of third parties. He may not transfer it to third parties or permit its use by them to provide telecommunications services under his own name and for his own account.

3.6.3. The Service may not be used in such a way that:

- a) certain functions of the Network, or of a Mobile Network linked to the Network, can no longer be executed correctly (e.g. the transmission of the caller's ID (unless otherwise specified), 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 Service is used to transmit 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 of these General Terms and Conditions Mobile 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 Proximus and/or;
- c) with a device whose use, according to Proximus, corresponds to prohibited use by virtue of points a) or b) above.

Unless otherwise proven, 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 if his usage (incoming and outgoing calls, SMS messages, voicemail, type of calls) deviates from the average usage of another Proximus mobile telephony Customer in comparable circumstances.

Proximus 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 Proximus shall consider these overviews and data 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 SIM Card and, in general, shall refrain from making any abusive or fraudulent use of his SIM Card.

3.8. The Customer shall not use the Mobile Network or any Service provided by Proximus in a way that breaches public order and decency.

3.9. In the framework of the Proximus Service, the Customer shall comply with the applicable laws, the intellectual property rights, and other third-party rights.

3.10. All costs borne by Proximus and all payments in general made by Proximus (e.g. 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 Proximus.

3.11. Proximus reserves the right to limit the supply of the Service or reduce the data speed or to suspend and/or terminate the Agreement without compensation when the service use cannot be considered as normal e.g. if the tariff plan designed for interpersonal communications is used for any video or camera monitoring, drones, robots, unmanned vehicles, or any other machine to machine purpose, if the Service is used for call center or SIM box purposes, if the Service is made available to third parties, or if calls or sms to value-added numbers is 30 times (or more) higher than the average usage of all users for calls or sms to such numbers.

In addition, the rate plans offering an "unlimited" volume are based on normal usage of the Service within the framework of a limited offer. In the context of unlimited Rate Plans the following practices are not considered as normal use if during two (2) consecutive month or during four (4) non-consecutive months over a total period of a year (non-cumulative):

- (a) the user of the service sends more than 10,000 SMS messages per month and/or 500 SMS messages per day.
- (b) the user of the service sends SMS messages to more than 250 different recipients per month.
- (c) the user of the service regularly makes calls for more than 6 hours per day and/or 30 hours per week.
- (d) the user of the service uses more than 600 GB per month
- (e) the monthly usage of the service is regularly 30 times (or more) greater than the average usage of all users of the unlimited offer

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.

3.12. The Customer commits to make a fair use of the roaming services, within the meaning of the European regulation.

Should Proximus observe any abusive or anomalous use of the voice, data, SMS, MMS roaming services during a period of four (4) subsequent months, Proximus reserves the right to alert the Customer by all appropriate means (SMS, email, mailing, call etc.). In such a case, the Customer has two weeks to change his usage pattern and to demonstrate an actual domestic presence or consumption. Otherwise, Proximus shall have the right to apply to the Customer the surcharge in force pursuant to the European regulation as from the day after the alert date until Customer's usage no longer indicates a risk of abusive or anomalous use of the roaming services, on the basis of a four (4) subsequent months observation period.

By "abusive or anomalous use of roaming services" is meant under the European regulation:

- A presence and service consumption which prevail in the other Member States in comparison with the domestic presence and service consumption in Belgium or
- A long inactivity of a given SIM Card associated with use mostly, if not exclusively, while roaming or
- A subscription and sequential use of multiple SIM Cards by the same Customer while roaming.

Furthermore, in case of organised resale of SIM Cards to persons who, within the meaning of the European regulation, neither formally reside in nor have stable links with Belgium, Proximus reserves the right to apply immediately any necessary measure for the respect of the agreement, including its suspension and/or termination, without prejudice to Proximus' right to claim damages.

3.13. The Customer can consult the level of consumption of the Service (mobile data volume, call minutes, number of SMS sent,...) on the MyProximus application or website.

## **Article 4 Provisions relating to the use of the internet access**

4.1. Access to the mobile Internet services requires the use of a compatible modem, whether integrated or not, which is designed to accept the data on the micro SIM Card which the user is provided with when subscribing or which is sent through the post.

To use the Service on certain mobile communication devices, the user needs to download connection software via said modem. Before any installation is carried out, the Customer must ensure that his mobile communication device is compatible with said software.

4.2. The Customer hereby acknowledges that the software shall remain the property of Proximus or of any third parties who hold the intellectual property rights to the software, even if the modem is sold to the Customer. This means that the Customer shall have only one user's license to the software, which shall be valid throughout the period that the software is protected by intellectual property rights. The Customer shall neither copy the Software, except insofar as it relates to a backup copy, nor change the Software. He shall comply with the specific licensing conditions that will be communicated to him when the Software is installed or downloaded. Customers who decide to use this software shall be deemed to have accepted the specific license conditions relating thereto.

4.3. The Customer may, at any time, sign up for and/or subscribe to the services made available to him via an Internet access connection. The Customer using the Service to access the Internet hereby also declares that he has knowledge of how the services function, of the Internet and of the rules governing Internet use, and that he accepts them.

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

The Customer is solely responsible for defining the parameters of his mobile communication device. Proximus hereby reminds the Customer that the parameters defined by the manufacturers may allow the mobile communication device to connect automatically to the Internet.

4.4. Proximus 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. In particular, the Customer shall not allow third parties to access the services offered via the Internet access connection unless they pay for it, financially or otherwise.

4.6. The Customer shall not make abusive, fraudulent or excessive use of the Internet access, notably by deliberately or involuntarily congesting Proximus' 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 Mobile Network. Proximus 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 Proximus and, at the same time, which enable massive quantities of unsolicited e-mails to be sent.

4.7. 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.

4.8. 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 mobile communication device. 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 this network. The Customer therefore assumes full responsibility for any breach of confidentiality of the data transmitted via the Internet access.

4.9. Given that 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 Proximus' website, [www.Proximus.com](http://www.Proximus.com).

4.10. Proximus 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 or 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 Proximus;
- 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 service offering on the Internet by publishers, producers and content distributors, or are imposed through legal or regulatory provisions;
- infringements or fraud committed by the Customer, or any third party, through the intermediary of the Internet access.

4.11. Given the secrecy that private correspondence must be entitled to, Proximus does not make any checks on the content or characteristics of the data transmitted or received by the Customer on the Mobile Network and/or the Internet network. However:

- Proximus reserves the right to process communication data relating to the Internet access in accordance with Article 2.4 of these General Terms and Conditions Mobile;
- to ensure sound management of the Internet network, Proximus reserves the right to delete any messages or prevent any operation performed by the Customer which is likely to disrupt the proper functioning of the Mobile Network, the Internet network, or which does not respect the normal rules of use. The Customer acknowledges having been informed of the fact that if Proximus is alerted by a third party or the judicial authorities, by any means whatsoever, of the unlawful nature of content transmitted via the Mobile Network, Proximus will pass on said content to the authorities in charge of upholding the law. After receiving a complaint containing sufficient probative elements, Proximus also reserves the right to immediately suspend or interrupt access to the Internet to any Customer who sends or transmits litigious content. In that case, Proximus does not have to give prior notice or pay any compensation.

4.12. Proximus reserves the right to temporarily suspend complete or partial access to the Internet in case of force majeure or when carrying out maintenance of the access to, or operation of, these services, without having to give prior notice or pay compensation. Where possible, Proximus will inform the Customer of this suspension a reasonable period of time in advance, by any means deemed appropriate, and will take the necessary steps to make this Service suspension as brief as possible.

4.13. 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 60 (incl. VAT). When the Customer exceeds his allowance or reaches the surfing limit of EUR 60 (incl. 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.

4.14. As regards the use of the Service outside of Belgium, Proximus will cut off the mobile data connection as soon as amount of the mobile data monthly bill exceeds EUR 60 (incl. VAT). For Customers with a rate plan, the connection will only be cut off if mobile data usage exceeds the rate plan by EUR 60 (incl. 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 interrupt the mobile Internet connection outside Belgium again as soon as the monthly bill for mobile internet exceeds EUR 121 (including VAT) outside Belgium, unless the Customer has decided to remove this second limit and continue surfing without limit under its own responsibility. The Customer has the possibility to change his choice at any time. The Customer is notified by SMS before reaching the relevant surfing limit or after exceeding this limit. By deactivating these internet connection interruptions, the related notification messages will not be sent.

4.15. Proximus engages to use any technical means at its disposal to provide its Customers with access to the Service. However, Proximus does not give any guarantees, express or implicit, on the ability of the Service to meet the Customer's expectations or needs, or on the flawless or uninterrupted operation of the Service.

In the event of congestion of the mobile data network and in order to prevent network (super) saturation, Proximus can be obliged to slow down certain types of data streams. More information regarding the procedures applied by Proximus in order to avoid (super) saturation of its mobile network is available on our internet site.

## Article 5 Billing

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

- the activation charges (if applicable);
- the subscription fee or the flat-rate amount;
- additional charges for options and/or services with a surcharge;
- the total charge for national calls; •
- the itemized cost of communications and/or international calls (except SMS, MMS and services provided by third parties, etc.);
- 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 Mobile.
- toll-free calls, including those to emergency services, are not indicated on the bill.

5.2. The Customer can consult free of charge the details of his last bill on the MyProximus application or website.

5.3. On simple request, the Customer can obtain a more detailed version of his basic bill (an "Itemized Bill") free of charge. This Itemized Bill is sent to the billing address specified by the Customer. The Customer must inform any co-users of the Service of the fact that the bill for the calls is itemized.

5.4. Unless otherwise agreed, the bill is sent every month and/or every two (2) months for Customers of the Service marketed under the Proximus brand. The first bill following activation of the Service may be sent between two normal billing dates.

## Mobile Communication Service

In the event of proven or suspected fraud or serious doubts about the Customer's solvency, Proximus 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 Proximus.

5.5. For a charge, the Customer may ask to receive an interim bill. Proximus may send an interim bill or request an advance on the next bill at any time.

5.6. In the event of proven fraud or serious doubts about the Customer's solvency, Proximus reserves the right to demand the Customer, at any time, to pay an advance or provide an unconditional bank guarantee at first request. Should the Customer fail to submit proof of the existence of such a guarantee within three (3) Business Days of Proximus's demand, the latter reserves the right to completely suspend the Service to the Customer without prejudice to article 12. of these General Terms and Conditions Mobile.

5.7. In his relationship with Proximus, 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 must indicate the item concerned and the amount disputed in any complaint filed.

The obligation to pay the disputed sum will then be suspended, regardless of whether the complaint was filed with the Customer Service or with the Telecommunications Ombudsman's Service. The lodging of a complaint does not exempt the Customer from his obligations to pay the uncontested amount. If the Customer disputes a bill, he can obtain an itemized bill on request, free of charge.

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

6.2. Proximus 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, Proximus 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 Proximus within thirty (30) Calendar Days of the billing date, without prejudice to any other means of recourse. Beyond that period, the Customer shall accept the bill in respect of the items billed and the billing amount.

### Article 7 Terms of payment

7.1. The sums billed by Proximus are payable within the due date mentioned on the bill. Payment is made by bank transfer to the account number specified by Proximus with an indication of the references included in the bill. Proximus is under no obligation to accept cash payments.

The designation of a third-party payer shall not exempt the Customer from the obligation to pay if that third party fails to do so. No rights to the Service accrue to the third-party payer. Sums indicated on an interim bill not requested by a Customer or a request for an advance on the next bill sent by Proximus must be paid within three (3) Business Days of the date they are sent.

7.2. If a Customer makes a partial payment and this payment does not correspond in full to the amount outstanding for the use of the Proximus Service or the M-commerce documents, Proximus reserves the right to attribute this payment at random to the amounts still due.

7.3. If a bill is not paid by the due date, Proximus shall send a reminder by any appropriate means (post, e-mail, SMS, etc.) 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 will serve as official notice to the Customer. The calculated interest on arrears is due per day of late payment on the total uncontested amount of the bill in case the bill is not paid by the due date.

7.4. Proximus will inform the Customer of the amount to be paid if the Customer claims not to have received his 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.

7.5. The expiry of the due date for payment indicated in the reminder will serve as official notice to the Customer. Interests on arrears calculated at the legal interest rate are due per Calendar Day of delay in paying the total non-contested amount of the bill, in case the bill has not been paid at the end of the term. If a line is reactivated following a Service suspension carried out in accordance with article 12, Proximus reserves the right to also bill for line reactivation charges.

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

7.7. Where Proximus offers a "cash collecting" service, (i.e. a service which allows the Customer to pay via his Proximus bill for products/services distributed by third parties, notably via numbers with a surcharge, such as 0900, etc.), the purchase or service Agreement is directly concluded between the Customer and the third party. Proximus role is limited to collecting payment in the name and on behalf of these third parties or any other body designated by said third parties. Proximus is not responsible for the proper execution of the purchase or service Agreement as such. In case of a complaint, the Customer must directly address the third party concerned. The amount related to this purchase or service (VAT included) will appear separately on the Proximus bill in the form of a statement, which is not valid as a bill in the fiscal sense. If the Customer wants a bill for this purchase or service, he must contact the third-party seller in advance. Indications on the price of pay-for-for text messages and pay-for calls can be found on the Proximus Website: [www.proximus.be/priceofthirdpartyservices](http://www.proximus.be/priceofthirdpartyservices).

### Article 8 Proximus liability

8.1. Generally speaking, Proximus shall be held liable only in the event of criminal deception or serious misconduct (namely an infringement of major contractual obligations) on its part or on the part of one of its employees.

Moreover, the Customer recognizes and accepts that Proximus cannot be held liable for any immaterial damage, or 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 Proximus may be found liable, such liability shall be limited to €650,000.

8.2. Proximus 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. Proximus 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 Service or the billing thereof.

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

8.5. Proximus is not liable for damage as a result of the Customer activating/deactivating certain services/options.

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 while driving a vehicle.

Proximus 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. Proximus 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 Proximus for any damage, material or otherwise, resulting from his improper use of Proximus networks and/or mobile telephony services, and shall reimburse Proximus for any damage incurred in this regard.

9.2. The Customer is liable for any damage in general caused to Proximus 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 liable for the payments due under the agreement, unless he informs Proximus of the loss or theft immediately by telephone and, at the same time, asks Proximus to deactivate his line. In that case, the Customer will be exempt from having to pay for any use made of the SIM Card after the above-mentioned notification and instructions.

The Customer's statement must be confirmed immediately by registered letter, addressed to Proximus.

Putting the line out of service in these circumstances does not result in the termination of the Agreement between Proximus and the Customer: any payment other than that relating to the amount of the calls made after the above-mentioned notification, shall remain due. The line will be reactivated as soon as the Customer requests this.

9.3. The Customer is solely liable for all damages whatsoever that might result from the Customer's decision to disable the PIN code for a physical SIM Card or to not enable his PIN Code for an E-SIM Card.

## Article 10 Number portability

The Customer can ask for his mobile phone number to be ported to another operator until one (1) month after the date of termination of the Agreement. A Customer wanting his mobile phone number to be ported to another operator must contact that operator for this. On the Customer's behalf, the new operator will take the necessary steps with Proximus to have the mobile phone number ported and to put an end to the contractual relationship between the Customer and Proximus.

In case 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 remainder of the mobile phone number. In case of a port out of all or part of the mobile phone numbers subject to this Agreement, the early termination fee and other effects of termination as set out under article 12.3. shall be applicable.

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

Proximus will, however, refuse number portability:

- if the operator to whom the Customer wishes to port his mobile phone 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.

Proximus will make all reasonable efforts to ensure the mobile phone number is ported successfully. However, it might be possible that the porting of the mobile phone number(s) is prevented due to technical reasons. 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:

Proximus PLC under Belgian Public Law, Bd du Roi Albert II 27, B-1030 Brussels, VAT BE 0202.239.951, Brussels Register of Legal Entities IBAN: BE82 2100 0008 8968, BIC: GEBABEBB

[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.

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.

## Article 11 Transfer of the Agreement

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

## Article 12 Suspension and termination

A suspension or termination of the Service also applies to any optional services linked to the Service.

### 12.1. Suspension by Proximus

12.1.1. If a Customer does not meet his obligations under this Agreement or another agreement, Proximus may suspend all or part of the Service.

12.1.2. Proximus may suspend all or part of the Customer's Service, indicated on the same bill, if the Customer fails to meet his obligations under this Agreement, and fails to remedy the situation within ten (10) Business Days of official notice being sent. 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, Proximus may suspend or terminate all or part of the Service after having notified or attempted to notify the Customer in advance.

The suspension takes place without the Customer being entitled to claim any form of compensation.

12.1.3. The restriction or full suspension of the Service(s) will end when the Customer complies with his obligations. If the Customer wishes to reactivate the normal Service, he will be billed a one-time charge.

12.1.4 The Customer will continue to be liable for the payment of the basic fees and any additional fees throughout the duration of the full suspension of the Service.

### 12.2 Suspension by the Customer

The Customer may, at any time, suspend his/her subscription for a fixed term. This suspension will not incur a reduction to the subscription fee and/or the fixed amount he/she is required to pay during the period in which the line is out of service.

### 12.3 Termination and effects of termination

12.3.1. Either Party may terminate the Agreement unilaterally, at any time and without referral to the courts, by written notice to the other Party if the latter materially breaches any of its contractual obligations or (insofar as remedy is possible) fails to rectify this within thirty (30) Calendar Days of the written notice.

12.3.2. To the maximum extent permitted by law, the Agreement shall automatically be terminated if either Party ceases its activities, becomes insolvent or goes into bankruptcy, is dissolved or undergoes a similar procedure.

12.3.3. In case the Initial Term was automatically renewed for an indefinite Renewal Term, either Party can terminate the Agreement during the Renewal Term at any time with thirty (30) Calendar Days prior written notice except in case of mobile phone number port out, in which case the Agreement is terminated immediately once the port out is effective (see article 10 for more information on the number port out procedure).

12.3.4. If the Customer prematurely terminates the Agreement during the Initial Term an early termination fee shall be payable by the Customer to Proximus amounting to 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. Moreover, Proximus reserves the right to claim an additional compensation from the Customer equivalent to 50 % of the average monthly amount of the communications charged during the last three (3) months (invoices closed at the moment of termination), multiplied by the number of remaining months until the initial end date; as well as a fixed indemnity of € 50 per SIM Card for the administrative costs due to the premature termination. In case of partial termination by the Customer, the early termination fee shall be calculated pro rata.

Besides 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 discount that the Customer may have unduly benefitted from. This calculation does not take into account the Evolution Rate. In addition, if the termination takes place during the implementation phase, costs suffered and works carried out by Proximus will be charged to the Customer.

12.3.5. Compensation may be requested from the Customer who has subscribed to a joint offer implying that the Customer received, free of charge or at a lower price, a terminal equipment, the obtaining of which was linked to the subscription of one or more service(s) for a definite or indefinite period. This compensation will be equivalent to the remaining amount, according to the depreciation table, which is communicated to the customer at the time of the subscription of the Agreement, and which sets out the residual value of the terminal equipment for each month.

## Article 13. Complaints and disputes

### 13.1. Complaints submitted to Proximus:

13.1.1. In case of problems relating to the implementation of the Agreement, the Customer should contact Proximus Customer Service.

13.1.2. Complaints relating to any unjustified disconnection of service must be lodged with Proximus within five (5) Calendar Days of the deactivation. If the 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.

13.1.3. The Customer must contact the third-party vendor in case of problems relating to the implementation of the agreement under article 7.7 above.

### 13.2. Complaints submitted to the Telecommunications Ombudsman Service

13.2.1. The Customer may contact the Telecommunications Ombudsman's Service (Boulevard du Roi Albert II 8 boite 3, 1000 Brussels, at tel.: 02/223.09.09, fax : 02/219.86.59, [klachten@ombudsmantelecom.be](mailto:klachten@ombudsmantelecom.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 Proximus. 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 wishes to be fully informed of his rights.

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

The Telecommunications Ombudsman's Service is under no obligation to handle disputes relating to incidents that took place more than one (1) 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. 13.3. of these General Terms and Conditions Mobile.

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

- to examine Customer complaints about Proximus activities;
- to mediate in order to achieve an amicable settlement of disputes between Proximus and its Customers;
- to issue a recommendation to Proximus if an amicable settlement cannot be reached. A copy of the recommendation is addressed to the complainant. Proximus then has twenty (20) Business Days to justify its decision should it decide not to comply with this recommendation;
- 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 grant the request on the following conditions:

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

13.2.3. In investigating a complaint brought before it, the Telecommunications Ombudsman's Service (Boulevard du Roi Albert II 8 boite 3, 1000 Brussels) can examine, in situ, Proximus 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 Proximus 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.

### 13.3. Competent courts

The Belgian lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or application of the Agreement.

### 13.4. Applicable law

The Agreement between the Customer and Proximus is governed by Belgian law.

## Article 14 People with a disability

Information regarding products and services for persons with a disability can be found on the Proximus Website: [www.proximus.be/handicap](http://www.proximus.be/handicap).