

## Specific Terms and Conditions for the mobile phone Service

These Specific Terms and Conditions are applicable to the Proximus mobile phone and prepaid card Service. They form part of the Contract between the Customer and Proximus, as defined in the General Terms and Conditions. They are complementary to the General Terms and Conditions. In the event of contradiction, the Specific Terms and Conditions shall take precedence over the General Terms and Conditions. It is recommended that you keep a copy of these Specific Terms and Conditions.

### 1. Specific rights and obligations of Proximus

- 1.1 Proximus offers the Customer a Mobile Phone Service that allows him to use the Proximus mobile network for phone calls and data connections. Proximus shall make every effort to activate the SIM card as soon as possible.
- 1.2 Proximus undertakes to activate the SIM card within two working days. This period shall begin from the moment the Customer is in possession of the SIM card.
- 1.3 In the event that Proximus is unable to comply with this commitment, except in cases where the delay is due to the Customer, to another operator or in cases of force majeure, Customers who would have been effectively affected by the delay and who make the express request thereto shall be entitled, per calendar day of delay, to a compensation limited to that provided for in the Price List. The Customer shall have a period of 10 working days within which to claim the aforementioned compensation.
- 1.4 Proximus undertakes to use all means at its disposal to ensure that its Customers have access to the Service. However, Proximus makes no warranties, whether express or implied, as to the Service's capacity to meet Customers' expectations or needs, or as to the error-free or uninterrupted operation of the Service.
- 1.5 At the latest at the time of entering into the Contract, Proximus shall provide the Customer with the most complete information possible on the Service. The maximum estimated speed in the upstream (upload) and downstream (download) directions of the broadband connection of a mobile network, the maximum speed announced in the upstream (upload) and downstream (download) directions of the broadband connection of a mobile network and the download volume of the subscription are available on the website.

### 2. Specific rights and obligations of the Customer

- 2.1 The use of the Service is exclusively reserved for use via a mobile phone or smartphone; any other use is prohibited.
- 2.2 If the Customer's equipment may disrupt the network or the Service, Proximus may invite the Customer to disconnect the connected equipment, without prejudice to the other measures provided for in the General or Specific Terms and Conditions.
- 2.3 It is forbidden to use the Service in such a way as to prevent the identification or localisation of the caller following an emergency call, or in a manner intended to avoid the interconnection rates invoiced by Proximus.
- 2.4 When the mobile communication device so allows, the Customer can make certain types of calls impossible from his device. Activation of this restriction may be subject to charge, except for the restriction of calls to national premium rate numbers, national premium rate numbers used for the provision of adult content or international premium rate numbers which are not operated in accordance with the E164 international telephone numbering plan.
- 2.5 By precaution and in order to combat fraud, calls to special numbers (calls to numbers beginning with 090X) will be capped to an amount of 20 euros per month, for a period of 6 months from the activation of the SIM card. The Customer can request the reactivation of calls to special numbers by contacting Proximus customer service.

### 3. SIM card

- 3.1 Upon subscribing to the Service, the Customer shall receive a SIM card with a PIN code and a PUK (personal unlock key) code. The SIM card can also be digital, directly integrated into the mobile device ("eSIM"). For eSIMs, the PIN code is disabled by default. The SIM card shall remain the property of Proximus, which can change the programming of the SIM card at any time.
- 3.2 Loss or theft of a SIM card shall not result in the termination of the Contract. In the event of loss or theft of the SIM card, the Customer shall remain liable for the use and payment of the Services until he asks Proximus to suspend the SIM card and to the extent that Proximus is able to suspend the SIM card. The Customer may request a new SIM card.
- 3.3 If a SIM card has a manufacturing defect, the Customer may exchange it at a Proximus point of sale where he shall receive a new SIM card free of charge. If the SIM card is defective due to improper handling by the Customer, it may be replaced by Proximus at the Customer's expense.

- 3.4 SIM cards are for personal use only. Resale of SIM cards is prohibited. The purchase of an unusually large number of SIM cards shall be considered contrary to personal use. In all these cases, Proximus reserves the right to deactivate the SIM card.
- 3.5 The Customer is prohibited from copying any technical identification data contained on the SIM card.
- 3.6 In the event of organized resale of SIM cards to persons who, within the meaning of the European regulations, do not officially reside in Belgium or do not have stable links with Belgium, Proximus reserves the right to immediately apply any necessary measures to ensure compliance with the Contract, including suspension and/or termination, without prejudice to Proximus' right to claim damages.

#### **4. Normal and personal use of the Service by the Customer and unlimited use**

- 4.1 In order to ensure optimal conditions of use and to preserve the proper functioning of the network, the Customer agrees to use the Service in a normal and personal way. The following practices shall not be considered as normal or personal use (non-exhaustive list):
- Use intended to divert communications, whether directly or indirectly, or intended to resell the Proximus Services to third parties in any way without the prior written agreement of Proximus;
  - Use that disrupts the reliable and correct operation of certain features of the Proximus network. Reliable and correct use includes the communication of the calling party's identification number (unless otherwise instructed by the caller), the communication of the IMEI number of the device making the call, interception and recording of communications in accordance with the order of the relevant judicial or administrative authorities and the recording and retention of call and identification data;
  - Use causing saturation or abnormal loads on the network or disrupting the proper operation of the Proximus network;
  - Use deviating significantly from the averages calculated by Proximus relating to the frequency or distribution between the different means of communication or connection (telephone, data transmission, SMS, 4G, MMS, etc.) or the actual connection duration;
  - In the event of fraudulent use of the Service such as, in particular, the use of the Service for call center or Simbox purposes or placing the Service at the disposal of third parties.
  - In case of use not in line with that which can be expected from a Customer who enters into a mobile phone contract (e.g. using the device as baby phone, SMS Gateway or other similar devices).
  - In the event of use of the Service for a connection without human intervention or for a connection between machines.
- 4.2 In the context of unlimited offers, the following practices are not considered as normal or personal use (non-exhaustive list):
- When the Customer sends more than 10,000 SMS messages per month and/or 500 SMS messages per day.
  - When the Customer sends SMS messages to more than 250 different recipients per month.
  - When the Customer regularly makes calls for more than 6 hours per day and/or 30 hours per week.
  - When the customer uses more than 100 GB of mobile data per month outside the European Union and the following countries: Iceland, Liechtenstein and Norway.
- 4.3 Proximus reserves the right to limit the supply of the Service or to suspend and/or terminate the Contract without compensation when the Customer's use cannot be considered as normal or personal. Proof of the above prohibited practices may be provided by any means and by any legal means, including using data and records from Proximus systems or systems provided by third parties. The Customer and Proximus shall consider such data and records as authentic, until proven otherwise.

#### **5. Reasonable Use Policy**

Mobile Internet usage may be subject to an automatically enforced Fair Use Policy. The terms and conditions of these use policies are defined in the legal notices and/or contractual summaries.

#### **6. Roaming services**

- 6.1 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.

- 6.2 Outside the European Union, as soon as the Customer communicates within the country or to Belgium (surfing, texting, MMS, outgoing calls) or for any incoming call, a Daily Roaming Pass is automatically activated for a fixed rate plan. It allows Customers to continue to use their national price plan for 24 hours for these communications. After this period, a new Daily Roaming Pass can be activated again according to the same principle. The Daily Roaming Pass cannot be activated if the Customer approaches the limits of 60 EUR and 121 EUR (incl. VAT) for mobile data use in addition to his national bundle. The following countries are not covered by the Daily Roaming Pass: Angola, Burundi, Comoros, Cuba, Djibouti, Equatorial Guinea, Ethiopia, Guam, Lebanon, Libya, Maldives, New Caledonia, Oman, Solomon Islands, Somalia, Syria, Venezuela, Zimbabwe, Bhutan, St. Pierre and Miquelon, Sao Tome and Principe, Turkmenistan, Falkland Islands, Cruise Ships and Ferries, Satellites
- 6.3 Phone calls and data connections made in non-terrestrial areas (e.g. from a cruise 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.
- 6.4 The list of countries in which Roaming is possible and the Roaming rates are published on the Proximus website and the Price List and may be modified according to agreements between Proximus and foreign operators. With the exception of article 6.9, "European Union", within the meaning of Article 6 of the present Terms and Conditions, 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, such as the United Kingdom (updated list that can be consulted on the Proximus web site)
- 6.5 Outside Belgium, it is possible, depending on the country, that the SIM card is programmed preferentially. The Customer may nevertheless manually select a network on which he wishes to make and receive his calls or access the Internet provided that Proximus has entered into a Roaming Agreement with that other Roaming Provider. This possibility can be exercised free of charge and at any time.
- 6.6 Proximus shall not be able to access the Customer's request to switch to a separate Roaming service provider if the SIM card is out of service or if an opt-out has been requested for the Customer's SIM card. An opt-out means that the SIM cardholder has expressly asked Proximus to ensure that the card cannot be used for the provision of alternative Roaming services.
- 6.7 The Customer undertakes to make reasonable use of the Roaming services within the meaning of the applicable regulations. In the event of improper or abnormal use of Roaming services established by Proximus for a consecutive period of 4 months, Proximus reserves the right to notify the Customer by any appropriate means (SMS, e-mail, postal mail, telephone, etc.). In such case, the Customer shall have 15 days in which to adjust his use and to provide evidence of presence or consumption on his territory. Otherwise, Proximus reserves the right to charge the Customer the additional costs in force in accordance with the applicable regulations, from the day after the date of notification until the Customer's consumption excludes any risk of abusive or abnormal use of Roaming services, based on a subsequent observation period of 4 consecutive months.
- Under the European regulation, "Abusive or abnormal use of roaming services" means:
- presence and consumption of services prevailing in the other Member States, compared with the national presence and consumption of services in Belgium or;
  - prolonged inactivity of a given SIM card, associated with a very frequent or even exclusive use in roaming mode;
  - activation and serial use of multiple SIM cards by a single roaming Customer.
- In addition, in case of organized resale of SIM cards to persons who, within the meaning of the European regulations, do not officially reside in Belgium or have no stable links with Belgium, Proximus reserves the right to immediately apply any measure necessary to ensure observance of the Contract, including the suspension and/or termination thereof, without prejudice to Proximus' right to claim damages.
- 6.8 Proximus provides information on its website about the foreign countries where 5G technology is available ( [www.proximus.be/5G](http://www.proximus.be/5G)).

6.9 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 19 of the 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. For the purposes of this article, "European Union" means the 26 countries other than Belgium that are officially part of the European Union, as well as Iceland, Liechtenstein and Norway, to the exclusion of any other country.

## **7. Tariff protection and transparency**

7.1 The Customer shall be notified by SMS at the latest :

- as soon as he reaches the volume limits included in his tariff plan and any monthly options;
- as soon as he reaches the volume limits of any occasional options;
- as soon as he exceeds his tariff plan and any monthly options by an amount of 60 EUR (including VAT) or another limit amount that the Customer has communicated beforehand;
- as soon as the Customer reaches 80% of the financial thresholds mentioned in Articles 7.2 or 7.3 (i.e. respectively 48 EUR and 97 EUR incl. VAT) or as soon as Proximus interrupts the Internet connection in accordance with these same articles.

7.2 Proximus shall terminate the mobile Internet connection in Belgium as soon as the amount of the monthly invoice for mobile internet in Belgium exceeds the tariff plan and any options by 60 EUR (including VAT).

7.3 Proximus shall interrupt the mobile Internet connection outside Belgium once the monthly invoice for mobile Internet exceeds the tariff plan and any options by 60 EUR (including VAT) outside Belgium, and a second time if this amount reaches 121 EUR (including VAT), unless the Customer has decided to remove the limit(s) in question in accordance with Article 7.4.

7.4 The Customer may at any time, under his own responsibility, waive the system of transparency and tariff protection by disabling the notification messages and internet connection interruptions referred to in Articles 7.2 and 7.3. By deactivating such internet connection interruptions, the related notification messages shall not to be sent.

## **8. Prepaid card service**

8.1 The SIM card linked to the Prepaid Card Service is pre-activated and can be used subject to identification in compliance with article 8.4 by inserting it into an authorized mobile phone terminal.

8.2 When purchasing a SIM card linked to the Prepaid Card Service, the Customer shall be required to identify himself in accordance with the legislation relating to the identification of end users of the public mobile electronic communication services provided on the basis of a prepaid card. When purchasing the SIM card from a Proximus physical point of sale, it is possible to identify yourself on presentation of an identity card of a Member State of the European Union, a Belgian electronic card for foreigners or an international passport. In the case of distance selling or when purchasing a SIM card in a physical point of sale that does not belong to Proximus or does not allow identification, the Customer shall be required to identify himself on the Proximus website by registering with his electronic identity card and the associated PIN code. It is no longer possible to identify oneself by topping up the SIM card online for an amount of at least 1 EUR since 22/11/21. The Customer shall still be required to identify himself again within 18 months after the payment transaction using the other means of identification available to him.

8.3 If the Customer has a Proximus subscription for which he has already identified himself, he can also identify himself by associating the SIM card with that existing subscription, either via the Proximus+ app or the MyProximus website or by sending an SMS as indicated in the instructions on the Proximus website.

8.4 The Customer shall be required to identify himself using one of the identification methods chosen by Proximus whenever Proximus invites him to do so by way of SMS, e-mail, telephone or postal mail. If the Customer fails to identify himself within the period set out in the request, Proximus shall be entitled to block the SIM card.

8.5 Proximus shall be entitled to refuse activation or to block the SIM card if it has reservations about the reliability of the identification data.

8.6 The SIM card linked to the Prepaid Card Service must be topped up within a validity period of 12 months from the first incoming or outgoing call. Each time the Customer tops up his SIM card, the validity period shall be renewed for 12 months, except for the minimum top up amount that extends the validity by one month. The different top-up amounts are published on the Proximus website. The credit on the card may not exceed 250 EUR.

- 8.7 At the expiration of the validity period, the Customer shall lose the units that he has not yet used up and his phone number and the SIM card shall be blocked.
- 8.8 In the event of theft or loss of the prepaid SIM card or if the card is found to be faulty, the Customer may request a new card in compliance with Articles 3.2 and 3.3. The new SIM card shall have the same credit amount and expiration date as the lost, stolen or faulty card, provided that no credit refund has been made.
- 8.9 Provided that the validity period referred to in Article 8.6 has not expired, the Customer may submit a refund request for the remaining credit actually purchased, excluding "bonus" credit or credit received free of charge in as part of promotions, when he has transferred his number in compliance with the procedure under Article 18 of the General Terms and Conditions for consumers and small enterprises. If a Proximus prepaid card is converted into a Proximus subscription, the remaining credit actually purchased by the Customer will be transferred automatically.
- 8.10 When the Customer transfers his number to Proximus and this transfer is effective, he must contact his former operator to request the refund of his remaining credit. Conversely, when the Customer transfers his Proximus number to another operator, he may then submit his refund request to Proximus within a period of one month from the date of the effective transfer of his number to the new operator. After this period, the Customer loses the right to a refund. If the request is approved by the operator, Proximus undertakes to process the refund within two weeks month following the approval of the request. If the request is not approved, the Customer will be informed.
- 8.11 The refund request is made via the Proximus website. The Customer's number must be ported and active at the time of the request in order to be able to receive a personal security code. Only the user of that number can submit a request and benefit from the refund of the remaining credit. The Customer can find all the information needed to enter the request on the Proximus website.
- 8.12 The refund will be made by bank transfer to the bank account provided by the Customer. Refunds in cash, credit card or bank accounts opened with banks outside the European Union are not accepted.
- 8.13 Proximus will charge an administrative fee for processing the refund as set out in the Price List. These costs will be deducted from the remaining credit. If the remaining credit does not cover these costs, the refund will not be made.
- 8.14 Proximus will refuse the refund request in the event of fraud or abuse, as set out in article 4. Failing to use at least 50% of the credit actually purchased over the last 6 months at the time of the request will also be considered as fraud or abuse.
- 8.15 Refund requests may only be entered for porting requests made after as of the 3<sup>rd</sup> of January 2023.

## **9. FullControl service**

- 9.1 The Customer may exceed his monthly fee by topping up credit on his SIM card linked to the FullControl Service. The top-up credit shall be valid for the entire validity period of the SIM card. At the expiration of the period of validity, the Customer shall lose the units that he has not yet consumed. The credit on the card may not exceed 250 EUR. The Customer is entitled to have his remaining credit refunded in compliance with the terms and conditions set out in Articles 8.9 and following.
- 9.2 In the event of theft or loss of the Full Control SIM card or if the card proves to be defective, the Customer may request a new one in accordance with Articles 3.2 and 3.3. The new SIM card shall have the same credit amount and shall have the same expiry date as the lost, stolen or defective card.
- 9.3 Articles 7.2 and 7.3 do not apply to the FullControl Service.

## **10. Malicious calls, call restrictions and CLIP/CLIR**

- 10.1 Customers who receive malicious calls may ask Proximus to identify the number at the origin of such calls.
- 10.2 The Customer may also contact the Mediation Service. At the Customer's request, Proximus shall provide the Customer with the identity and the address of the Customer making the malicious calls, if it has the necessary data.
- 10.3 If technical conditions so allow, and provided that his mobile communication device has this functionality, the caller's call number shall be displayed on the screen of the (called) Customer's device ("CLIP"), provided that the caller has not forbidden such from happening ("CLIR"). If the call is made from another network, the caller's number can only be displayed if the operators of other networks involved allow said number to be transferred.
- 10.4 The Customer may refuse to display his call number (CLIR) at any time by contacting the Customer Service department. The CLIR feature does not work for sending SMS or MMS.

## **11. Provisions on the use of Internet access**

- 11.1. The Customer shall be solely responsible for setting the parameters of his mobile communication device. Proximus draws the Customer's attention to the fact that the parameters defined by the manufacturers may cause the mobile communication device to automatically connect to the Internet in order to download data, but that the Customer may interrupt such connections automatically via the software on his device.
- 11.2. The Customer is prohibited from making use of the Internet access in an abusive, fraudulent or excessive way and shall observe the "Conditions for use of Internet access via the Proximus network" which form an integral part of the Contract and which are available on the Proximus website.
- 11.3. In case of congestion on the mobile network and to avoid (over) saturation, Proximus may have to slow down certain types of data flow. Please refer to our website for more information on the procedures implemented by Proximus to avoid (over) saturation of its mobile network.

## **12. Proximus liability**

- 12.1. Proximus shall not be held liable for any misuse of the Service.
- 12.2. Proximus shall not be liable for the provision of the Roaming service offered by the alternative service provider (Roaming), or for any problems related to the provision of such service.
- 12.3. Proximus may not be held liable for damage resulting from the activation/deactivation by the Customer of certain services/options, such as deactivation of the PIN code. Proximus disclaims all responsibility for any damage resulting from the Client's choice to deactivate the PIN code or not to activate or personalize a PIN code for eSIMs. Proximus shall not be liable in case of loss, theft, abusive use or misuse of the SIM card. Proximus shall not refund the credit used by others and shall not bear the consequences of the use of the services linked to the card.
- 12.4. Proximus may not be held liable:
- for the content, accuracy and/or integrity of the information and data transferred using the Internet access;
  - for damages, damage, errors or omissions, interruptions, defects, theft, loss or destruction of data, which may occur during access by the Customer or a third party to the Internet, except in case of serious contractual fault, in case of fraud or if Proximus has not fulfilled a commitment which constitutes one of the main services of the Contract;
  - in the event of delays in response, non-accessibility and/or total or partial non-operation of access to the Internet or access to the services offered via the Internet;
  - for offenses and fraud committed by the Customer, or any third party, via the Internet access.

## **13. Directory and information service**

- 13.1. In accordance with the regulations in force, Proximus shall supply all publishers of directories and suppliers of an information service with the surname and initials or the first name of the Customer or, for a legal entity, the official name, its address and the telephone number assigned by Proximus.
- 13.2. The choice of whether or not to appear in the directories and the information services is proposed to the Customer at the time of subscription to the Contract. The Customer specifies whether he wishes for his data to be included in directories and information services or whether he wishes for his number to remain secret. The Customer also specifies whether or not he wishes for his name and address to be able to be found using his telephone number. The Customer may change his choice at any time via the website [www.1307.be](http://www.1307.be)
- 13.3. The "Mailbox 1307" service enables a message to be left on the Customer's voice mailbox via Information 1307, without the Customer's mobile phone number being provided. If the Customer does not wish to receive messages via the "Mailbox 1307" Service, he may state his desire by calling the free number 0800 93 742.
- 13.4. Subject to payment, the Customer may obtain one or more paid insertions for additional information, informative data such as professional activity, etc. For more information on the different possibilities, visit <http://www.1307.be/ads>.
- 13.5. The Customer shall be responsible for the accuracy of the data that he communicates to Proximus. Any change to the Customer's identification or connection particulars shall be included in the database of the information service and directories (paper & electronic) as soon as possible.

## **14. Mobile Payments**

The 'mobile payments' feature is a payment method that allows the Customer to order services provided by third parties (such as a subscription to streaming services, a digital magazine, in-game purchases, e-books, parking or train tickets, etc.) via his mobile number and to pay for them via a charge on the Proximus bill for his mobile subscription. This payment method can be deactivated via the Proximus+ app or the MyProximus website (more info on: [www.proximus.be/mobile-payments](http://www.proximus.be/mobile-payments)).



**15. End users' rights**

End-users of mobile subscriptions held by the Customer may by default modify their price plan and/or add options, among others on MyProximus website or Proximus+ application, without prior authorization from the Customer. The Customer will be informed by email and or SMS each time a transaction is carried out and can exercise his right of withdrawal. The Customer can deactivate this functionality and restrict end-user rights at any time via the settings in the Proximus+ application or on the MyProximus website. This functionality is not available for professional customers and their end users, end users under the age of 18 or with a FullControl Service.