

## General information

This document contains the general terms and conditions applicable to telegraph service. This service is provided in accordance with the relevant laws, decrees and international agreements.

A distinction should be made between: [The general terms and conditions](#)  
The general terms and conditions contain all rights and obligations of Proximus and its customers in the context of the provision of telegraph service.

### Price list

The price list contains all prices of the services provided by Proximus. Updated excerpts of the price list can be obtained from your local Proximus service department.

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The entirety of the agreement between the customer and Proximus is contained in the general terms and conditions and the price list.

The general and specific terms and conditions of telegraph service, including updated versions thereof, may be obtained from any Proximus service department accessible to the public. The price list and updated copies thereof can be obtained upon request from the local Proximus service department.

## Glossary

In the context of the telegraph service, the following terms and definitions will apply:

### - Proximus:

The autonomous public company, set up as a "société anonyme under public law," charged with the provision of telegraph services under the law of March 21, 1991 and headquartered at Blvd. du Roi Albert II, 27, 1030 Brussels, VAT number BE 202 239 951 hereafter referred to as "Proximus".

### - Telegraph service:

The transmission via telecommunications technology of messages, originating with a user, to one or more recipients determined by the user. Transmission takes place in accordance with the recommendations of the International Telecommunication Union – Telecommunication Standardization Sector

### - Telegram:

A message created and formatted according to the above guidelines, sent using the telegraph service.

### - Telegram user:

The natural person, legal person or association that submits a telegram for sending.

### - Telegram addressee:

The natural person, legal person or association to whom the telegram, according to the user's instructions, is to be sent.

### - Telecommunications technology:

All technology and the related equipment with which a telegram can be sent to the addressee.

### - Invoice:

the document referred to as invoice 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.

### - Local service departments:

All service departments from which the public can obtain information of telegraph service, where a customer can send a telegram or settle any matters relating to the agreement between himself and Proximus.

"Local service department" covers at least the following:

- the Proximus counters where telegrams can be sent;
- the department that takes telegram orders over the telephone;
- the department that takes telegram orders via fax;
- the department that takes telegram orders via telex;

## Procedure for concluding the agreement

### Sending a telegram

1. All telegrams must be presented to the local service department for sending.
2. Before sending the telegram, Proximus will tell the user the price of the telegram if he/she requests.

The agreement is considered to have been concluded once Proximus agrees to send a message from the user or his authorized representative to the addressee using the telegraph service.

3. Acceptance is subject to Proximus approval of the message content, including but not limited to:

- a) the text, which must contain at least one character. Only those characters appearing in Appendix 1 may be used;
- b) the message, which may not threaten the security of the State, undermine public order, violate the laws of the country or offend public decency.

4. The user must comply with the format required to send a message using the telegraph service and accept the conditions for use that are applicable under the international agreements approved by the International Telecommunication Union.

5. The user may send the telegram within Belgium in the language of his choice. If the addressee of the telegram is located abroad, the user must follow the guidelines determined by the foreign operator.

## Modifications to the general terms and conditions and the prices

6. Proximus agrees to inform its customers when modifications to the general terms and conditions or prices take effect, using all appropriate means and before the fact.

## Proximus services and obligations

7. In Belgium, telegrams are delivered to addressees using the methods determined by Proximus.

Proximus will do everything in its power to deliver telegrams:

- a. by telephone, telex, fax or by courier on any given workday, including Saturday, within the following timeframes:
  - If the user submits the telegram before 12:00 p.m., it will be delivered to the addressee on the same day.
  - If the telegram is submitted after 12:00 p.m., it will be delivered to the addressee no later than the following day.
  - If the telegram is submitted after 12:00 p.m. on Saturday

or after 12:00 p.m. on a day preceding a holiday, the telegram will be delivered to the addressee no later than the morning of the first workday following the holiday.

Proximus will send the telegram by telephone, fax or telex if the urgent nature of the text obviously so requires or if the user so requests.

b. Or by the Post:  
In this case the delivery time is fixed by the Post.

In this case, the telegram must originate in Brussels, no matter where the user is located.

8. Outside Belgium, telegrams are ordered in the manner and within the timeframes established by the relevant foreign operator. These methods can be obtained upon request when the telegram is submitted, in function of the data that Proximus has available on the subject. Proximus cannot be held liable for the content of this information.

9. The order timeframes indicated do not apply in Belgium or abroad:

- a) if the telegram is accepted only at the user's risk;
- b) in cases of force majeure;
- c) if the user specifies a latter date for the order.

10. Except in those cases specified in Article 8, the costs of the telegram will not be billed or will be refunded if the telegram does not reach the addressee or is not sent to the foreign operator within the timeframes in Article 7 (a) and (b) and Article 8.

11. Costs will not be reimbursed if the telegram is ordered too late; if the address is incomplete, incorrect or illegible.

12. If the telegram cannot be ordered at the address indicated or if the telegram falls under one of the categories described in Article 3, the user will be informed to that effect provided that Proximus has the necessary information to contact him.

## Modification and suspension of the services

13. If the operating or organizational conditions require, Proximus may modify the technical characteristics of its services.

14. If as a result of operational necessity the services offered must be limited or suspended, Proximus agrees to inform the affected customers, using all available means.

### Additional services

15. For a fee, both the user and the addressee can receive a copy of a telegram for up to three months after the telegram is sent.

## Rate structure

16. An explanation of the rate structure appears in the price list.

## Billing and payment methods

17. If Proximus agrees to send a message as a telegram, or provides a thereof, the related costs:

- a) will be collected immediately or appear on the telephone bill, if the telegram is submitted at a Proximus counter;
- b) will appear on the telephone bill, if the telegram is submitted by telephone, fax or telex;
- c) will appear on the telex bill if the telegram is submitted by telex.

## Proximus's liability

18. §1. Proximus can be held liable if the user dies or suffers bodily

harm as the result of misconduct or negligence on the part of Proximus.

The provisions of paragraphs 5 and 6 do not apply.

§2. Proximus cannot be held liable for damage that is the result of the user's failure to fulfill his obligations.

§3. Proximus cannot be held liable for the contents of communications or messages. Nor can Proximus be held liable for services or the billing thereof, when they are offered by third parties and accessible via its network.

§4. Proximus cannot be held liable in the case of delays or shortcomings in the execution of its services, when these are the results of facts or circumstances out of its control, unforeseeable

§5. Notwithstanding the provisions of the previous paragraphs, Proximus can only be held liable in the case of intentional and/or serious misconduct on the part of Proximus or one of its employees. In that case, Proximus's liability is limited to the repair of only that damage suffered by the user that is foreseeable, direct, personal and certain. Damage that is indirect or intangible, such as additional expenses, loss of profit or earnings, loss of customers, loss or damage of data and loss of contracts.

§6. Should Proximus be found liable in a case, its liability vis à vis the customer will always be limited to 50 million BEF.

## Reconciliation procedure and dispute resolution

### Complaints submitted to Proximus

19. In the case of problems related to the execution of the agreement, the user is requested to contact Proximus's local service department.

The addresses and telephone numbers of these departments can be found in the information pages of the telephone directory.

20. To be considered, complaints must be submitted within three months following the submission of the telegram.

### Complaints submitted to the Ombudsman Service

21. Users may address complaints to the Ombudsman Service of the Belgian Institute of Postal Services and Telecommunications.

The Ombudsman Service for Telecommunications is entirely independent of Proximus. Within the limits of its authority, the Ombudsman receives instruction from no authorities whatsoever.

The address and telephone number of the Ombudsman Service appear in the information pages of the telephone directory and can be provided by Proximus at the user's request.

Users may address their complaints to the French- or Dutch-language Ombudsman Service.

Only written complaints will be considered. Users may, however, telephone the Ombudsman Service to obtain information about their rights.

Complaints will only be considered if the user can demonstrate that he has already taken steps to resolve the complaint with Proximus.

The Ombudsman Service for Telecommunications may refuse to consider a complaint if the complaint involves facts that took place more than one year before the complaint was submitted.

Investigation of a complaint ceases at the moment that it becomes the object of a legal appeal, except in the case described in Article 22 (d) of the present general terms and conditions.

Except in the case of arbitration, whereby the Ombudsman Service issues a decision that is binding on both parties, a legal solution is

always possible, in accordance with Article 24 of the present general terms and conditions.

22. Under the law, the Ombudsman Service has the following tasks:

- a) investigating customer complaints related to Proximus's activities;
- b) acting as an intermediary in disputes between Proximus and its customers for the purpose of coming to an amicable settlement.
- c) making recommendations to Proximus if no amicable settlement can be found. The plaintiff
- d) acting as an arbitrator and issuing a judgement vis à vis Proximus and its customers based on an arbitration agreement
- e) investing complaints of customers who claim to be the victim of malicious calls in order to obtain the identity and address of the owner of the number(s) from which the customers were called. For the Ombudsman Service to grant such a request, the following conditions must be met:

- The facts are demonstrated;
- The request regards precise data.

23. In the context of a complaint it is handling, the Ombudsman Service make examine onsite books, correspondence, minutes and generally speaking any written documentation of Proximus directly related to the subject of the complaint. The Ombudsman is also authorized to demand any explanation or information from Proximus employees and management and to examine any information necessary for its investigation.

The Ombudsman Service will treat information obtained in this manner as confidential, if the dissemination of the information could generally speaking harm the company.

### Authorized courts

24. Any disputes concerning the interpretation or application of the agreement will fall under the sole authority of the ordinary Belgian courts.

### Applicable law

25. The provisions of the agreement are governed by Belgian law.

## APPENDIX 1

### CHARACTERS AUTHORIZED FOR USE IN TELEGRAMS

1. **Letters:** ABCDEFGHIJKLMNOPQRSTUVWXYZ

2. **Numbers:** 1234567890

3. **Punctuation marks and miscellaneous characters**

Period	.
Comma	,
Colon or division sign	:
Question mark	?
Apostrophe	'
Cross or plus sign	+
Hyphen or minus sign	-
Slash or division sign	/
Equals sign	=
Open parenthesis	(
Closed parenthesis	)

4. When used as a plus sign, the cross (+) may be used in groups, but never as a solitary character.

5. Any change, text written between the lines, crossing out, erasure or improvement must be approved by the user or his representative.

6. Some expressions such as 30<sup>a</sup>, 30<sup>e</sup>, 1E, 2E, B, which cannot be produced by all equipment, must be replaced by an equivalent expression that can be transmitted via telegraph, e.g., for the expressions above 30 EXPONENT A or 30 (A), THIRTIETH, FIRST, SECOND, B IN A SQUARE, etc.

7. If expressions indicating a house number such as 30<sup>a</sup>, 30<sup>b</sup>, etc., 30<sup>bis</sup>, 30<sup>ter</sup>, 30 I, 30 II etc., 30A, 30B, etc., 30<sup>1</sup>, 30<sup>2</sup>, etc. appear in an address in a telegram, the employee pricing the telegram must separate the number from its exponent or from the related letters using a slash. This means that these expressions will appear in a telegram address in the following form: 30/A, 30/B, etc., 30/BIS, 30/TER, etc., 30/1, 30/2 etc., 30/A, 30/B etc., 30/1, 30/2 etc. Accents are not telegraphed. All characters are written with capital letters. When foreign languages are used, characters such as °, etc. will be replaced by the letter E.

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