

# General terms and conditions for the national leased lines service

## General information

This document includes the general terms and conditions applicable to the provision of national leased line connections (hereafter referred to as “national leased lines”). This service is provided in conformity with the relevant laws and decrees in effect.

A distinction should be made between the following:

### The Order Form

The order form lists the information requested by Proximus to enable it to provide the national leased lines service. It is signed by the Customer or by his authorized agent.

### The general terms and conditions

The general terms and conditions comprehensively list the rights and obligations of Proximus and its Customers with regard to the provision of the national leased lines service.

### The specific terms and conditions

The specific terms and conditions may depart from the general terms and conditions. The former apply to the optional services offered by Proximus.

### Proximus's rate list

The rate list indicates all the rates for the Proximus services.

### The list of technical provisions

The list of technical provisions defines the technical specifications and the quality standards for each type of national leased line.

### The Customer's site installation requirements

This document sets out the general installation requirements that must be met regarding the setup of the equipment rooms and areas when the Customer enters into a service contract with Proximus.

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The order form, general terms and conditions, rate list, technical requirements and Customer's site installation requirements and, if any, the specific terms and conditions constitute the complete contract concluded by the Customer and Proximus.

These general terms and conditions do not constitute an offer any acceptance of which gives rise to contractual obligations.

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If for any specific and well-defined reason, the provision of a service governed by these terms and conditions is technically difficult to implement or to Proximus's economic disadvantage, Proximus reserves the right not to provide the service, or to provide it under conditions and/or at a rate that departs from these terms and conditions and/or the rates in effect.

Anyone may examine the general and specific terms and conditions relative to the national leased lines service, the list of technical provisions, the Customer's site installation requirements and the up-dated excerpts from the rate list. These may be obtained either from Proximus's Internet site or from Proximus's Customer service department.

## Glossary

For the application of these general terms and conditions, the terms below are defined as follows:

### - PROXIMUS

Autonomous public limited company under public law, headquartered at Blvd. du Roi Albert II 27, 1030 Brussels, VAT no. BE 202.239.951.

### - CUSTOMER

Natural or legal persons or de facto association with whom Proximus has entered into the agreement.

### - NATIONAL LEASED LINE

Service consisting of a telecommunications system that offers a transmission quality or capacity between two connection points located in Belgium, excluding switching on request.

### - CUSTOMER SERVICE

Proximus department from which any person may obtain information on the national leased lines service. Customers may also contact this department to obtain access to this service or settle any issue relating to the agreement binding them to Proximus.

### - CONNECTION POINT

The point to which the Customer's terminal equipment can be connected and where the Customer accesses the national leased lines service.

### - THIRD PARTY

Any person other than the Customer and Proximus.

### - PUBLIC NETWORK

The public telecommunications infrastructure used by Proximus to implement the national leased lines service.

### - REGISTERED APPLICATION

Request received by Proximus that includes all the information requested by Proximus to enable it to implement the national leased line.

## Contract procedure

## Request by the Customer

1. The Customer must submit his request for a national leased line to the Customer Service department by completing and signing the appropriate order form.

The Customer shall consult the general terms and conditions and, if any, the specific terms and conditions as well as the list of technical requirements and Customer's site installation requirements. These can be obtained from Proximus's Internet site or by requesting them from Proximus's Customer Service department.

2. Proximus may not refuse to comply with the Customer's request, except on one of the following grounds:
  - a) the Customer or his authorized agent refuses to provide Proximus with official documents to identify himself;
  - b) the Customer has failed to fulfil his obligations arising from another contract for a Proximus service and for which he has not filed a claim in accordance with the procedure specified in the terms and conditions for the service in question;
  - c) in an emergency situation (i.e., exceptional cases of *force majeure*), for the purpose of ensuring the safe operation of the network, after all necessary measures taken by Proximus to ensure access to the service are without effect;
  - d) following the Customer's failure to observe obligations arising from the terms and conditions for the use of the service, subject to the prior consent of the Chamber for Interconnection, leased lines, special access and facilities sharing;
  - e) for the purpose of maintaining network integrity or the interoperability of the services;
  - f) the Customer has refused to provide proof of the existence of the unconditional bank guarantee at first demand imposed by Proximus.

In the event of a refusal, Proximus shall notify the Customer of its decision and the grounds for the decision by ordinary mail within a maximum period of five working days of the date the request was registered.

The Customer may lodge an appeal against this decision by following the procedure provided under Article 56 and in accordance with these general terms and conditions.

### Conclusion, entry into force and duration of the contract

3. Unless otherwise stipulated, the contract shall take effect on the day that Proximus accepts the Customer's registered application. Proximus shall notify the Customer in writing of that date.

The national leased line is made available to the Customer for an initial one-year term. At the end of this minimum term, if the Customer does not terminate the contract in accordance with the procedure specified in Articles 52, 53 and 54 of these general terms and conditions, the contract shall be tacitly renewed for an indefinite term.

The first one-year contract takes effect on the day after the date on which the national leased line is made available to the Customer. Proximus shall confirm this date to the Customer in writing.

### Amendments to the conditions of the contract

4. Proximus agrees to notify Customers concerned by amendments to the terms and conditions of the agreement by any appropriate means. Such information shall be provided at least ten working days prior to the date on which the amended general or specific terms and conditions or rates take effect.
5. Customers who do not accept amended general or specific terms and conditions or rates have the right to cancel the contract in compliance with Article 53.

## **Proximus's services and obligations**

### Implementation of the national leased lines service

6. Proximus shall implement the means required for the proper operation of the national leased lines service. It alone may determine the routing and the

technical means required for implementing these lines.

7. In order to define the length of a national leased line, the main entrance of each site to be linked will be considered as connection point of this line when an analogue lease line is concerned. When a digital leased line is concerned, the local exchanges of the local networks to which the sites to be linked are connected will be considered as the connection points of the line.

Whether the national digital leased lines are defined as intrazonal or interzonal depends on whether the connection points are located in the same zone or in different zones. The zone limits are set by Proximus.

8. The national leased lines service is available at the connection points. The cabling between the Customer's terminal equipment and the connection point is the Customer's responsibility and is not part of Proximus's services.
9. Proximus may also provide national leased lines that are not included in the standard offer defined in the rate list and that meet the Customer's specific needs. A separate contract will be issued for these lines.

### Availability of the service

10. Proximus shall take all measures necessary to provide the service to the Customer in accordance with the procedures and within the timeframes indicated in Appendix 1 to these general terms and conditions.
11. The Customer may, at no additional cost, ask Proximus to postpone the date of the service provision if this request is sent no later than five working days prior to the originally requested provision date. The request must be sent in writing to the Customer Service department that handles this specific service. This request for a free postponement will only be accepted once.
12. §1. If the line is installed but the original provisioning date is not observed or postponed in accordance with Article 11, due to circumstances caused by the Customer, the subscription fees will be due starting from the originally planned or postponed

installation date, unless it can be demonstrated that the Customer has been hindered by a case of force majeure while acting in good faith.

§2.If, due to circumstances caused by the Customer, the line has not been installed within six months of

the originally planned availability date (including if a postponement was requested in accordance with Article 11), the Customer shall be notified by letter that the contract shall be considered as cancelled by the Customer with immediate effect, in accordance with Article 52 of these terms and conditions, and the Customer shall owe Proximus the costs indicated in the letter.

If the Customer so desires, he nevertheless has the right to request a final postponement of the provisioning date by a maximum period of six months starting from the date that Proximus sent the Customer the above-mentioned informative letter. The contract shall be extended under the above-mentioned conditions, provided that the Customer requests the extension by registered letter sent via the post office within five working days of the date on which Proximus sent the informative letter, and provided that the Customer pays Proximus a fixed indemnity of EUR 1,239.4676 EUR for the reservation of the network.

If, for reasons attributable to the Customer, the line has not yet been installed in this new six-month timeframe, the contract will automatically be considered as cancelled by the Customer with immediate effect, in compliance with Article 52 of these general terms and conditions, and the Customer shall be liable to Proximus for the costs indicated therein.

### Repair & maintenance

13. Unless otherwise agreed to between Proximus and the Customer, the national leased lines including the connection points are Proximus's property. Only Proximus is authorized to carry out any maintenance and repair work.
14. In the event of a service interruption, Proximus shall take any measures necessary to repair the service disruptions of which it is aware, in accordance with the procedures and timeframes set out in Appendix 1 of these general terms and conditions.

### Changes to and suspension of the service

15. If required for the operating conditions or the organization of the public telecommunication infrastructure, Proximus may modify the technical characteristics of its services or cancel its offer for the national leased lines. Customers will be informed of this in accordance with the provisions in Article 4.

Except in the event of force majeure, Proximus shall inform its Customers at least two months in advance of any changes requiring the replacement or modification of certain types of terminal equipment. In this case, the Customer is required to replace or change the equipment at his own expense.

16. Due to the maintenance and development of the public telecommunications infrastructure, Proximus may be under the obligation to limit or suspend the national leased lines operation. Proximus shall limit the time for this work to the strict minimum and shall, if possible, notify Customers concerned by this via any appropriate means, at least three (3) working days prior to the beginning of the work.

## Customer obligations

17. The Customer is solely liable to Proximus for the use of the national leased line.
18. The amounts due under this contract shall be billed and addressed to the Customer or to the third-party payer designated by the Customer. The designation of a third party payer does not exempt the Customer from his obligation to pay should the third party payer default. The third party payer shall not acquire any right to the national leased line.
19. Any Customer who leaves or transfers his residence or company without canceling or transferring his contract shall remain liable for the payment of the amount due to Proximus.
20. The Customer shall comply with the Customer's sites installation requirements, particularly the following:
  - a) space and volume: the Customer shall provide the space (in width and height) necessary for Proximus to install the equipment required to provide the ordered service;
  - b) electric connection: the Customer shall supply at his own cost and liability the electricity required to install and maintain the service. He shall also provide the necessary equipment, particularly a clearly identifiable circuit breaker that can be easily accessed by Proximus.
  - c) environmental conditions (temperature, humidity, dust, etc.): these may not hinder the proper functioning of Proximus's equipment.

Proximus declines all liability should the service fail to function properly as a result of any failure(s) of

the Customer to meet the Customer's site installation requirement(s).

21. The Customer shall provide access for Proximus's technicians and equipment to the site or room where the service must be provided, in accordance with an access procedure that is acceptable to the parties. This procedure must be applicable each time equipment or maintenance services must be provided. If necessary, the Customer shall discuss this access with the owner of the site or the room in question. The Customer shall also guarantee that the site meets the various regulatory requirements regarding security (for Proximus personnel and equipment) throughout the entire duration of the contract.
22. Customers must immediately inform Proximus of any changes to their identification details.
23. The Customer may not change the national leased line, including the terminal points. He shall handle with due diligence all the Proximus installations that are located on the premises that he occupies, either alone or that he shares with other legal or natural persons.
24. Only terminal equipment that complies with all the legal conditions and that are compatible with the technical characteristics for access to the service can be directly linked to the terminal point.

Any terminal equipment that does not comply with or no longer complies with the legal conditions or whose improper functioning causes a service disruption or affects the security of the public network operations, must be disconnected from the terminal point as soon as the Customer realizes this or as soon as Proximus notifies him of this by registered letter. If the Customer fails to comply with this measure, Proximus may suspend the Customer's line, in accordance with Article 48 §2 of these general terms and conditions.

Any costs incurred by Proximus as a result of an infringement of this provision shall be borne by the Customer.

25. The Customer shall report any service disruption as soon as possible, in accordance with the procedure described in Appendix 1 of these general terms and conditions.

Before reporting a service disruption to Proximus, the Customer shall make sure, insofar as possible, that the fault does not lie in his terminal equipment.

Proximus may charge the Customer for any service call resulting from an interruption or fault not

originating from Proximus infrastructure or if the Customer has used any equipment supplied by Proximus improperly.

## Change or transfer of the national leased line

26. The Customer can request a change to his national leased line (i.e., a change of technical characteristics or a capacity increase) or the transfer of his line (i.e., the transfer of one connection point of his line without changing the technical characteristics or capacity). In this case, the contract that was originally concluded remains valid. The Customer is nevertheless required to pay the full cost of the work carried out.

Any increase or decrease in the subscription charge resulting from a change requested by the Customer or a transfer shall take effect on the date this change or transfer has been carried out.

27. Any request submitted by the Customer for a capacity decrease of his national leased line will be considered as a termination request by the Customer and as the entering into a new contract of at least one year for this lower-capacity line ordered. These general terms and conditions are applicable to this new contract. Unless the new contract specifies a different duration, the contract for the new line is entered into for the same duration as the original line.

In addition to the costs covering the work carried out, the Customer shall owe the indemnity mentioned in Article 53 of these general terms and conditions if his request for a capacity decrease is submitted during the initial one-year term referred to in Article 3.

28. If a capacity increase for the national leased line is requested, the original line and the higher-capacity line will operate parallel to each other in the initial phase, in order to enable the Customer to migrate his applications.

If the Customer has not requested the cancellation of the original line within a period of ten business days of the activation of the higher-capacity line, the Customer will still be billed for his original line and will be billed for the higher-capacity line starting on the date it is activated. A reminder will be sent to the Customer within one calendar month following this period of ten working days.

If the Customer has not requested the cancellation of the original line within two calendar months of

the activation date of the higher-capacity line, Proximus will no longer consider the original request for a capacity as a request for a line change, but as an order for a new separate line, for which a new contract of at least one year will be entered into, and which will take effect on the activation date. These general terms and conditions are applicable to this new contract. In this case, the Customer will owe Proximus for any benefits it unduly obtained at the time of the activation of the higher-capacity line. Unless the new contract specifies a different duration, the contract for the new line is entered into for the same duration as the original line.

29. Proximus does not guarantee uninterrupted service during the transfer, change or capacity decrease of the national leased line.

## Rate structure

30. The rate structure includes the installation charges of the national leased lines service and the subscription charge.

31. The one-time installation charge covers:

- a) travel costs of Proximus employees;
- b) the installation of a connection point at each end of the national leased line and if necessary, the installation of the equipment and electronic devices required for access to the service;
- c) the pulling of cable in an existing duct or in an open trench that meets the technical requirements set by Proximus, between the edge of the nearest public paved surface (not including highways and roadways) and the building where the national leased line must be laid;
- d) any work on a public paved surface (or with any other hard layer), not including highways and roadways, and on Proximus's premises;
- e) planning and survey costs;

32. The subscription charge covers:

- a) the lease and maintenance of the infrastructure and equipment provided by Proximus to the Customer and that are necessary for the use of the service;

- b) the repair of service disruptions (up to and including the connection point) in accordance with the procedures and conditions specified in Appendix 1 of these general terms and conditions.

33. The following is billed to the Customer separately:

- a) all the costs including administrative costs, arising from the work and/or the laying of the cable in public or private property (including cabling inside a building) and that are not referred to in Article 31 of these general terms and conditions (including, but not limited to: any work on highways, roadways, trails, unpaved roads, harbors, parking lots, canals and other waterways, landing strips, forests, railroads, etc.);
- b) the costs of crossing a road to make a connection on a roadside or on the center divider strip inaccessible by cars and separating two or more paved roads;
- c) the costs of repair work following the Customer's failure to meet his obligations or following a service disruption not caused by equipment provided by Proximus, or in the event that the Customer has improperly used the line or any other equipment provided by Proximus;
- d) the cost of additional work carried out at the Customer's request and/or that is not generally part of the service. If this cost exceeds EUR 1000 per site, Proximus will draw up a quote of the work to be carried out and submit it to the Customer for prior approval;
- e) the costs of transferring, changing or decreasing the capacity of the lines referred to in Articles 26, 27 and 28 of these general terms and conditions. If these costs exceed EUR 1000 per site, Proximus will draw up a quote and submit it to the Customer for prior approval.

34. For the application of Articles 31 and 33 of these general terms and conditions, the terms "paved surfaces", "highways" and "roadways" must be understood as applied in the royal decree regarding the general regulations for road traffic.

35. If the Customer wishes the extended leased lines to be installed differently than Proximus's usual method, Proximus will carry out this work insofar as technically possible. If the cost of this work exceeds EUR 1000 per site, Proximus will draw up a quote



of the work to be carried out and submit it to the Customer for prior approval;

36. The installation charges of the national leased lines service are payable in cash as soon as the contract takes effect.

The subscription charge is payable in advance. Unless stipulated otherwise in these general terms and conditions, this charge shall become due starting on the day the national leased line has been made available to the Customer until the termination date of the contract.

## Billing

### Bills

37. In addition to the legally required references, bills must indicate at least the following:

- a) the subscription charge;
- b) the periods related to the billed charges;
- c) the payment deadline subject to the provisions laid down by Article 42 of these general terms and conditions.

38. The bill is sent every two months, unless the Customer and Proximus have agreed on monthly billing. Only one copy of the bill is sent by ordinary mail to the Customer or the third-party payer designated by the Customer, in accordance with the billing schedule set by Proximus.

The Customer may receive his bill by e-mail, in accordance with the terms and conditions covered by a specific contract.

39. Proximus reserves the right to demand that the Customer provide an unconditional bank guarantee at first demand in the event that it is determined, or there is a presumption that, fraud has taken place, or, where the annual expenditure by the Customer on Proximus national leased lines amounts to, or exceeds, EUR 250,000 excl. VAT, in the event that there is serious doubt about a Customer's solvency (i.e. if the Customer presents what may be deemed to be a significant level of financial risk, based on the Dun & Bradstreet risk grids). This guarantee shall be for an amount equivalent to the Customer's expenditure on Proximus national leased lines in the three months preceding this demand. Proximus reserves the right to fully suspend the national leased line service to the Customer should it fail to submit proof of the existence of this guarantee within three working days of Proximus's demand.

### Contested bills

40. The Customer shall indicate the section of the bill and the amount contested when contesting a bill.

The obligation to pay the disputed sum will then be suspended, regardless of whether the complaint has been filed with Proximus or with the telecommunications mediation service. The undisputed amount must be paid by the regular due date.

If a complaint is rejected, the contested amount shall become payable immediately. Proximus shall indicate the due date for this amount in the letter reporting its decision.

41. All disagreements submitted to Proximus regarding bills will be taken into consideration.

If the Customer is found to have wrongfully contested the two previous bills, or three of the last six bills, Proximus reserves the right to claim full payment of the new contested bill.

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

### Payment terms and conditions

42. Amounts billed once a month or once every two months by Proximus are payable within 15 calendar days, starting one day after the bill has been sent.

43. Payment shall be made by bank transfer to the account number specified by Proximus, with an indication of the reference details.

44. 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 can be provided to the Customer if he requests it. Repeated requests for copies and requests for copies of bills predating the last three Customer's bills can result in the Customer being billed for a fixed administrative charge per copy.

45. If a bill is not paid within the term stipulated in Article 42, Proximus will send a reminder to the defaulting Customer or to the third-party payer designated by the Customer. The reminder sets a new payment deadline, which is ten calendar days, from the date on which the reminder is sent.

If two reminders corresponding to two consecutive late payments must be sent, fixed administrative charges will be billed.

If the Customer fails to pay the bill within the specified period following the billing date, the Customer shall automatically be considered in default. Interest on arrears, calculated at the standard legal rate + 5% (with a minimum of 12%) shall become due as soon as this deadline expires.

In the case of partial payment, any amounts paid will be first used to pay off interest due. Contractual provisions to the contrary are not possible.

## Proximus's liability

46. §1. Proximus can be held liable if, as a result of error or negligence on its part, the Customer dies or suffers bodily injury. The provisions of paragraphs 5 and 6 do not apply.

§2. Proximus cannot be held liable for damages resulting from the Customer's failure to meet his obligations.

§3. Proximus cannot be held liable for the content of calls or messages. Nor shall Proximus be liable for services or the resulting bills if these are provided by a third party over Proximus's network.

§4. Proximus cannot be held liable for delays or shortcomings in the provision of its services whenever these are the result of facts or circumstances that are beyond its control or unpredictable or unavoidable, such as acts of war, riots, disturbances, civil unrest, actions of civil or military authorities, embargoes, explosions, strikes or labor conflicts (including those involving its employees), flooding, prolonged frost, fires or storms.

§5. Without prejudice to the provisions in the preceding paragraphs, Proximus can only be held liable in the event of criminal deception or serious misconduct on its part or on the part of one of its employees. In such a case, Proximus's liability shall be limited to repairing only that damage suffered by the Customer that was foreseeable, direct, personal and certain, excluding the repair of any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of Customers, loss of or damage to data or loss of contracts, etc.

§6. In all cases in which Proximus is liable, its liability toward the Customer shall be limited to EUR 1,239,467.6239.



## Transfer of the contract

47. The Customer may only transfer his rights and obligations arising from the contract with Proximus's prior written consent. The transferor and the transferee shall agree on the transfer and shall notify Proximus of this in a document that both have signed. The transfer includes the transfer to the transferee of all the existing and future rights and obligations arising from the contract. The transfer costs are payable by the transferee.

## Suspension and termination

### Suspension and termination by Proximus

48. Without prejudice to Article 39, Proximus may suspend the Customer's national leased line should the Customer fail to comply with his obligations under this or any other contract for the national leased line service and insofar as this situation is not rectified within ten working days of the date on which official notice or a reminder is sent to the Customer by mail. The official notice or reminder shall set out the grounds for suspension.

Moreover, in the cases stipulated in Article 24, §2 of these general terms and conditions, Proximus may suspend the national leased line if the Customer has not disconnected the equipment within three working days of the date Proximus sent the request. The letter shall be sent to the Customer no later than one working day after the interruption. If the Customer has disconnected the contested equipment from the connection point and has notified Proximus of this, the national leased line shall be restored to him immediately.

The deactivation and reactivation costs shall be payable by the Customer.

49. If the Customer has not rectified the situation within 15 calendar days of the suspension, Proximus has the right to automatically terminate the contract subject to 15 calendar days' notice sent by registered letter.

The fixed termination charge referred to in Article 53 of these general terms and conditions shall be due from the Customer if the termination takes place during the first contract year. This indemnity can be combined with a possible repayment of volume or long-term discounts that the Customer may have unduly benefited from.

50. In emergency cases, (i.e., exceptional cases of force majeure), Proximus may suspend or restrict the operations of a national leased line immediately for the purpose of safeguarding network operations, if all necessary measures it has taken to provide access to the service prove to be without effect.

Proximus shall notify the Customer of this as soon as possible and specify the beginning and end dates of the emergency period as well as the type and extent of the measures it has taken.

51. The contract shall terminate ipso jure and without notice if the Customer is declared bankrupt or goes into liquidation.

### Termination by the Customer

52. Until the national leased line is made available, the Customer may terminate the contract immediately by a registered letter. If Proximus has already carried out work for the line activation at the time of the contract termination, Proximus will nevertheless bill the Customer for the full cost of the implementation. If Proximus has not carried out such work, the Customer will be billed EUR 125.00 for administrative fees.

53. Once the national leased line has been made available, the parties may terminate the contract at any time, subject to a minimum one calendar-month notice by registered letter sent via the mail. If the Customer terminates the contract during the first year, except in the circumstances described in Article 5 or in cases of force majeure, he will owe Proximus a fixed indemnity equal to the subscription charges remaining due until the end of the first year. This indemnity can be combined with a possible repayment of volume or long-term discounts that the Customer may have unduly benefited from.

54. Any Customer who has requested a transfer, change or capacity decrease of his national leased line and who renounces this before it is implemented, is required to indemnify Proximus in accordance with Article 52 of these general terms and conditions.

### Return of equipment

55. In the event of a contract termination, the Customer shall return the equipment belonging to Proximus as soon as requested. The Customer shall authorize Proximus to enter his premises during working hours to recover equipment, either in his own presence or that of one of his delegates. If the equipment removal takes place under normal conditions,

Proximus shall not bear the costs of restoring the premises to their original state.

If the Customer has not returned the equipment within fifteen working days of the day on which a registered letter was sent to him, he will be charged a penalty equal to 10% of the subscription charge, without prejudice to any legal action Proximus that may take.

## Arbitration procedure and settlement of disputes

### Claims submitted to Proximus

56. In the event of difficulties related to the implementation of the contract, the Customer is requested to contact the Proximus Customer Service department in his district.

The address and the telephone number of this service are included in the information pages of the telephone directories.

57. Claims of any possible unfounded deactivation of the national leased line must be submitted within five calendar days of the deactivation. If the claim is submitted after this period, Proximus will not take into account the period between the fifth day and the day the claim was filed for the calculation of a possible indemnity.

### Claims submitted to the Ombudsman's service

58. The Customer may contact the ombudsman's service for telecommunications, which is legally established with the Belgian Institute for Postal Services and Telecommunications.

The ombudsman's service for telecommunications is completely independent from Proximus. Within the limits of its powers, the service does not receive instructions from any outside authority.

The address and telephone number of the ombudsman's service for telecommunications are listed in the information pages of the telephone directories. Proximus will also communicate these to the Customer on request.

The Customer may contact the French- or Dutch-speaking Ombudsman.

Only written complaints are accepted. The Customer may nevertheless contact the Ombudsman's department if he wishes to be fully informed of his rights.

Claims will only be accepted if the Customer can demonstrate that he has already taken steps to resolve the issue directly with Proximus.

The ombudsman's service for telecommunications may refuse to handle a claim if it is related to facts that occurred more than one year before the claim was submitted.

The examination of a claim ceases if it brought to court, with the exception of the case referred to in Article 59 (d) of the present terms and conditions.

Except in arbitration cases where the ombudsman's service issues a decision binding both parties, it is always possible to institute legal proceedings, in accordance with Article 61 of these general terms and conditions.

59. The legal tasks of the ombudsman's service are as follows:

- a) examining Customer claims related to Proximus's activities;
- b) mediating to facilitate an amicable settlement of disputes between Proximus and its Customers;
- c) making recommendations to Proximus if no amicable settlement can be found; a copy of the recommendation shall be sent to the party filing the claim; in this case, Proximus has twenty working days to justify its decision should it decide not to comply with these recommendations;
- d) reaching a decision as arbitrator between Proximus and its Customers, based on an arbitration agreement concluded between Proximus and the ombudsman's service, insofar as the end user accepts to submit its claim to arbitration after the dispute arises. The ombudsman's service may not intervene in disputes involving more than an indexed amount of EUR 2,478.9352;
- e) examining requests by Customers claiming to be the victim of malicious calls and who wish to obtain the identities and addresses of the callers. The ombudsman's service will comply with such requests if the following conditions are met:

- the facts seem founded;
- the request refers to exact dates.

60. In order to investigate a complaint that has been submitted to it, the ombudsman's service can investigate books on site, correspondence, official reports and any Proximus documents and accounts in general that are directly related to the claim. The mediation service can request from Proximus directors and staff any explanations and information, and carry out any verifications required for the investigation.

If the publication of information thus obtained is liable to harm the company in general, the arbitration board shall handle this information as confidential.

### Competent courts

61. Any objections related to the interpretation or the enforcement of the agreement falls under the sole jurisdiction of the ordinary Belgian courts.

### Applicable law

62. The provisions of the agreement are subject to Belgian law.

# Appendix 1 to the General Terms and Conditions for National Leased Lines

Basic Service Level Agreement

for

National Leased Lines