

Specific Terms and Conditions for the fixed telephony Service

These Specific Terms and Conditions apply to the fixed telephony Service with Proximus. 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 case of contradiction, the Specific Terms and Conditions shall take precedence over the General Terms and Conditions.

1. Specific rights and obligations of Proximus

- 1.1. Proximus offers the Customer a Fixed Telephony Service which enables him to establish a connection using a fixed telephone or a fax, within the Proximus network and with any other telephone network and vice versa. This connection can be made by means of the Internet network (hereinafter referred to as the “VoIP Service”) or analogue network.
- 1.2. For technical reasons, Proximus cannot guarantee that the Customer’s telephone connection can be used for data communications, for example by fax, voice band modem or DTMF.
- 1.3. In the event that Proximus makes changes to the technical characteristics of these services that require the certain terminal equipment to be replaced or modified, Proximus shall inform Customers at least 6 months in advance.
- 1.4. Until the completion of the final connection, Proximus may provide a temporary terminal enabling the Customer to make and receive voice telephony calls. The access charge and the telephone service subscription fee shall be due by the Customer as soon as the temporary terminal is made available to him. Calls are charged at the normal telephone rate. The Customer is required to return the temporary terminal to Proximus immediately after completion of the final telephone connection. If the temporary terminal cannot be returned within 30 calendar days after completion of the connection, Proximus shall deactivate the temporary terminal and the Customer shall become the owner of said terminal, subject to payment of the residual value of the terminal to Proximus.

2. Specific rights and obligations of the Customer

- 2.1. The Customer is required to pay the price of calls which is determined by the Proximus technical equipment registration system. The duration of a call is the time between that when the called party picks up or is reached via his voicemail and that when the caller hangs up or gives the end of communication signal. Each call to a premium rate service (0900, etc.) shall be limited to thirty minutes.
- 2.2. Where the technical equipment so permits, the Customer may make certain types of calls impossible from his telephone connection. Activation of this restriction is 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 and international premium rate numbers that are not operated in accordance with International Telephone Numbering Plan E164.
- 2.3. The Customer is required to observe the technical requirements relating to terminal equipment connected to the Proximus infrastructure. Particularly with regard to sending or receiving faxes via the VoIP Service, the Customer must ensure that his equipment supports either the G711 codec or the T38 codec but with a fallback mechanism to the G711 codec.

3. Localisation by the emergency services

- 3.1. Proximus enables the emergency services to correctly locate the caller in the event that the physical address of the telephone line/telephone number from which the calls are made corresponds to the Customer’s actual address provided by the Customer and registered with Proximus for this line/number.
- 3.2. For the VoIP Service, the Customer is prohibited from using the Service from any other address than that which the Customer has provided to Proximus and under which such Customer is registered with Proximus. Otherwise, Proximus cannot guarantee correct localisation by the emergency services. The Customer shall be responsible for informing all persons using the Service of any emergency access or location limitations described above.
- 3.3. Proximus may under no circumstances be held liable if the emergency services are sent to the wrong address, or for any direct and/or indirect damage attributable to the Customer’s failure to comply with one of the obligations mentioned in this section.

4. Call number

- 4.1. Proximus assigns the Customer one geographic number per line.
- 4.2. The Customer may obtain, against payment, one or several individual numbers or one or several series of numbers. The procedure for assignment of the call numbers is automated. The Customer may, against

payment of a fixed price and a supplementary subscription fee, the amounts of which are set out in the Price List and depending on the technical possibilities, select his number from among the numbers available at the time of the request.

- 4.3. Numbers may only be assigned if the holder of the number guarantees, both at the time of assigning the number and during the period in which the number is used, that the geographical identity of the number matches the address provided by the Customer. It is essential that this address can be clearly linked to the Customer on the basis of objective data.
- 4.4. The Customer shall retain his number until the end of the Contract, except if Proximus is required to change it in order to ensure the proper functioning of the Service. In such case, the Customer shall be notified at least six (6) months in advance.
- 4.5. If he so desires, the Customer may request that Proximus modify his call number against payment.
- 4.6. In the event of a change of call number, Proximus shall communicate, during a period of three (3) months, the new assigned call number to the callers calling the old number, unless it is a private number or in case of a request to the contrary. This communication shall be made free of charge if the Customer accepts the standard message proposed by Proximus. The Customer may replace the standard message with another message, against payment. If the technical conditions so allow, the Customer may also extend the Service beyond the three-month (3) period, against payment.

5. Call number display and malicious calls

- 5.1. If the technical conditions so allow, the Customer may, against payment, have the numbers of callers calling him and who have not opposed such identification displayed on his line. He must have an appropriate terminal in order to be able to read such numbers. The name shall be displayed using the information listed on the Information Service (1307), with the initial of the first name. In the absence of information on the Information Service, the name of the holder of the line shall be displayed.
- 5.2. When the call is made from a telephone connection to another operator's network, the caller's number can only be displayed if the operator allows the transfer of the numbers to the Proximus network. However, the caller's name cannot be displayed.
- 5.3. If the caller has a private number, his number shall not be sent by default except if the holder has permitted this to be done on his telephone.
- 5.4. The Customer may oppose, free of charge, on a per-call basis or permanently, the transfer of his number to the called party or the display of his number on the device of the called party. He may change his settings on his device at any time.
- 5.5. Customers may reject anonymous calls via their switchboard or via the switchboard Service.
- 5.6. Customers who receives malicious calls may ask Proximus to identify the number at the origin of such calls.
- 5.7. Customers may also contact the Mediation Service. At the Customer's request, Proximus shall provide him with the identity and the address of the Customer making the malicious calls, if it has the necessary data.

6. Proximus' liability

For the VoIP Service, Proximus assumes no liability for the proper functioning of the data connectivity used by the Customer to access the Service. This provision implies the absence of liability of Proximus in case of non-functioning of the Service due to problems with data connectivity.

7. Assignment

When a Customer wishes to take over the connection and the telephone number(s) of another Customer, except for the cases of assignment described in the General Terms and Conditions, he must first complete a special form and return it duly signed to Proximus. The costs of taking over the call number(s) listed in the Price List shall be charged to the Customer. Proximus shall authorise the transfer of the number only if the debts relating to such number(s) have been paid in full.

8. Directory and Information Service

- 8.1. 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.
- 8.2. 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.

- 8.3. Subject to the written consent of the Customer holding the line, natural persons living with the Customer shall be entitled to be listed under his own name, free of charge.
- 8.4. 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 www.1307.be/ads.
- 8.5. 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.