

Business Booster General Terms and Conditions

The present General Terms and Conditions apply to the Business Booster Service, a scalable digital service designed and developed by Proximus for small and medium-sized enterprises with the aim of boosting their business on the Internet. The various offers include the possibility to develop a website, an online store, an online presence, or even launch and monitor campaigns on Google, Facebook and/or Instagram, as well as the analysis of your online presence followed by advice adapted to your objectives.

1. Specific rights and obligations of Proximus

For the purposes of these General Terms and Conditions, the following terms shall have the following meanings:

- **Customer:** Any Customer who is not a consumer with whom Proximus has concluded the Contract or who requests the conclusion of such Contract with Proximus.
- **Service:** Refers to the following offers: Advertising Booster Pack, Webshop Pack, Visibility Pack and any options taken by the Customer, as defined in the "Business Booster" brochure, available on the Proximus website.
- **Price:** The price(s) due for the Service as set out in Proximus' List of Rates and Prices available on its website.
- **Contract:** All the Terms of Use, the present General Terms and Conditions and List of Prices and Rates, the "Business Booster" Brochure and, where applicable, the order form and confirmation letter.
- **MyProximus:** Personalized, secure access to a range of online applications made available to the Customer via www.proximus.com.
- **Bill:** The document referred to as the invoice bill or any other document on the basis of which Proximus claims payment for its services or collects, in the name and on behalf of third parties, the amounts related to the services of such third parties.

2. Purpose

Proximus undertakes to do its utmost to provide the Customer, who accepts such offer, with the Service within the deadlines specified in the Brochure and, if no deadlines are specified, within a reasonable period. Compliance with these deadlines is an obligation of means and may vary according to the Customer's response time.

3. Conclusion of the Contract

3.1 The Customer shall provide Proximus with the information that Proximus deems necessary for the purpose of concluding the Contract, in particular the Customer's email address used by it in the context of the contractual relationship with Proximus. The Customer is solely responsible for the information it provides to Proximus. The Customer must immediately inform Proximus in writing of any changes in the data provided.

3.2 Proximus reserves the right to refuse to provide the Service, without being liable for any compensation, for any of the following reasons:

- the Customer fails to comply with its obligations under a contract binding it to Proximus or Proximus Subsidiaries;
- in the event of proven fraud or serious doubt as to the creditworthiness of the Customer;
- the Customer fails to provide a legitimate document enabling Proximus to identify the customer;
- the Customer refuses to pay the deposit demanded by Proximus;
- the Customer's infrastructure or the Proximus network does not support or has difficulty supporting the provision of the Service, for technical or other reasons;
- Proximus notices or has good reason to believe that the Customer places illegal content on the Internet and/or that the Customer's commercial activity violates the provisions of the Contract, any applicable law, public order and accepted standards of behavior.

4. Obligations of the Customer

4.1 A Customer who leaves or transfers its place of residence or business without terminating or transferring his Contract shall remain responsible for paying the sums due to Proximus and for using the Service.

4.2 The Customer must inform Proximus immediately in writing of any changes to its identification details. The Customer is solely responsible for the information it provides to Proximus.

4.3 Unless expressly authorized by Proximus to do so, the Customer is prohibited from modifying the Software and web portal made available to it for the creation of its online visibility.

4.4 The Customer acknowledges that the Software is only delivered for the agreed use, and remains the property of third parties and Proximus, which hold the intellectual property rights to such Software. Consequently, the Customer only has a license to use the Software, valid for the entire duration of the protection of the intellectual property rights to such Software. The Customer shall not copy the Software (except insofar as it relates to a

- backup copy), nor modify, resell or rent out the Software, whether in full or in part, and shall also comply with the specific licensing conditions communicated to it when the Software is installed or downloaded. The Customer who decides to use this Software is deemed to have accepted the specific terms and conditions of the license relating to it.
- 4.5 The Customer shall only use the Service for lawful purposes, in accordance with the Contract, the Terms of Use, and the rules of good conduct ("acceptable-use policies") applicable to the networks that it will access via the Service.
- 4.6 The Customer guarantees that the texts and logos do not infringe on the intellectual property rights of third parties and that it has acquired all rights to the content provided to Proximus. The Customer shall ensure that the content is not offensive, misleading or contrary to accepted standards of behavior.
- 4.7 The intellectual property rights (including copyright) to the texts and any logos created within the framework of the Service shall be transferred to the Customer, unless the Customer has defaulted on payment.
- 4.8 The Customer shall bear any costs incurred by Proximus as a result of the Customer breaching any of the contractual provisions.
- 4.9 The Customer confirms that it has taken cognizance of the installation guide and knows how the Service works.
- 4.10 When subscribing to the Service, the Customer shall provide a valid Belgian cell phone number along with an operational email address.
- 4.11 The Customer shall regularly read the emails sent to the email address it has provided to Proximus. The Customer understands that its cooperation and responsiveness are essential for the Service to be provided correctly and on time. If the Customer does not respond to the messages sent by Proximus during the Service creation phase, Proximus reserves the right to cancel his Service in return for compensation corresponding to the "installation fee" for the work involved. Said creation period corresponds to 30 calendar days starting from the moment of subscription to the Service.
- 4.12 If the Contract relates to the Advertising Booster service, the Customer agrees that Proximus may, with due authorization by the Customer, access the latter's accounts on the various social media and online advertising platforms defined in the Contract in order to enable it to perform the requested Service. Proximus shall act under the instructions of the Customer. The Customer must have read and accepted the general terms and conditions of the following services and have read their privacy policies:
- Google Adwords:
 - General terms and conditions of Google Services: <https://policies.google.com/terms>
 - Privacy policy: <https://policies.google.com/privacy>
<https://www.google.be/intl/fr/policies/terms/regional.html>
 - Facebook ads:
 - Facebook General Terms and Conditions: https://www.facebook.com/policies_center
 - Privacy policy: <https://www.facebook.com/about/privacy>

5. Prices and billing

- 5.1 The Price of the Service consists of the Service activation fee and the monthly subscription fee for the provision of the Service established in Proximus' List of Rates and Prices. With regard to the installation, the price varies depending on the type of Service chosen by the Customer.
- 5.2 Any change of Service or transfer of Service by Proximus will be billed on the basis of the start-up fee rates in force.
- 5.3 An activation fee, as stipulated in the List of Rates and Prices, will be charged each time the Customer subscribes to another online presence service.
- 5.4 The sums payable to Proximus for the term of the Contract are billed.
- 5.5 If Proximus terminates the Contract because of the customer failing to comply with its obligations, the subscription fees for the commenced billing period at the moment the Contract ends shall remain due. All fees already paid are non-refundable. If these fees have not yet been paid, the Customer must pay them in full.
- 5.6 If a bill is not paid by the payment due date mentioned on the bill, Proximus will send a reminder to the defaulting Customer by any appropriate means.
- 5.7 Reminders shall give rise to the invoicing of a flat-rate administrative charge, as set out in the List of Prices and Rates. The expiry of the payment deadline indicated in the reminder shall automatically put the Customer in default. In case of non-payment of the bill by the due date, interest on arrears calculated at the legal interest rate is due on the total undisputed amount of the bill.
- 5.8 Proximus reserves the right, moreover, to bill a fixed amount if it is obliged to entrust the collection of the debt to a third party.
- 5.9 The Customer acknowledges the validity and probative value of the bills and any other document used to draw up the bills in its relations with Proximus.

6. Dispute of bills

- 6.1 In case of a bill dispute, the Customer must specify the item concerned and the disputed amount.

- 6.2 The obligation to pay the disputed amount is then suspended, regardless of whether the dispute was addressed to the local Proximus service. However, the non-disputed amount must be paid within the normal deadline.
- 6.3 If the complaint is rejected by Proximus, the disputed amount shall be payable immediately. The deadlines for payment of this amount are specified in the Proximus decision letter
- 6.4 Proximus will immediately take into consideration all complaints concerning bills that are submitted to it.
- 6.5 If it transpires that the Customer has wrongfully disputed the last two consecutive bills, or three of the last six bills, Proximus reserves the right to demand full payment of the new disputed bill.
- 6.6 It is also entitled, if the new complaint proves unfounded, to charge the costs of the analysis.
- 6.7 To be legally admissible by Proximus, complaints must be lodged within 30 days of the billing date, without prejudice to the exercise of other means of recourse.

7. Proximus' liability and guarantee

- 7.1 Proximus undertakes to create the service within the time set out in the product description on condition that the Customer meets its obligations to reply to Proximus' messages in time.
- 7.2 Although Proximus will do everything in its power to ensure the proper performance of the Service, the Customer understands and accepts that Proximus gives no guarantee as to the commercial effectiveness of marketing campaigns or online visibility.
- 7.3 Proximus undertakes to use any technical means at its disposal to provide its Customers with access to the Service and manage their online presence through a management portal.
- 7.4 Proximus reserves the right to modify the characteristics of the Customer's website hosting during the term of the Contract, under any circumstances and with prior notice.
- 7.5 Proximus guarantees that the Software and any other items that Proximus has made available to the Customer do not infringe the rights of third parties.
- 7.6 Proximus only guarantees that software made available through the My Business Booster management portal or the Business Booster application is compatible with its Service.
- 7.7 Proximus cannot be held liable for the content of the Service. Nor can Proximus be held liable for services, or the billing of the same, when these are provided by third parties and are accessible via its Service. Proximus does not guarantee and is not liable for services offered or information distributed via its Service. Proximus is not liable for transactions between a third party and the Customer. It shall not be a party to contracts concluded between a third party and the Customer.
- 7.8 In general, Proximus shall be liable only in the event of criminal deception or serious misconduct (namely a breach of one of its substantial contractual obligations) on its part or on the part of any of its employees. Its liability is limited to compensation for foreseeable, direct, personal and certain damage suffered by the Customer, to the exclusion of compensation for all immaterial and indirect damage such as additional expenses, loss of earnings, loss of profits, loss of customers, loss or deterioration of data and loss of contracts.
- 7.9 Without prejudice to mandatory legal provisions, the liability of Proximus vis-à-vis the Customer is limited to EUR 50,000.in all cases where Proximus is found to be liable
- 7.10 The Customer accepts that Proximus is not liable for the deletion or non-conservation of information.
- 7.11 Proximus undertakes to use the technical means at its disposal to provide its Customers with 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. Nor can Proximus guarantee that viruses and other forms of cybercrime or abusive access can always be blocked on the Customer's website or that, in such a scenario, any data can be recovered by the Customer.

8. Customer's liability

- 8.1 The Customer shall exercise all due care when using the Service.
- 8.2 Communication by the Customer of confidential data via the Service that concerns itself or of data that it considers confidential takes place at the Customer' own risk. The Customer shall take all necessary measures to protect the confidentiality and integrity of its data. In accordance with the legislation in effect and this Contract, Proximus is not liable for the disclosure of confidential data stored on its Service and computer system. The Customer is also obliged to protect its data and software against possible viruses.
- 8.3 In the event of criminal deception or serious misconduct, the Customer is solely responsible for all direct, material damage to Proximus or any third party caused by the Customer or by a third party using the Service. The Customer shall reimburse Proximus for any demand or claim for, or award of, damages and interest made against Proximus as a result of the conduct of or the messages allegedly transmitted over the Internet by the Customer or any third party using the Service subscribed to by the Customer or as a result of a breach of the intellectual property rights by the Customer or any third party using the Service subscribed to by the Customer.
- 8.4 The Customer shall indemnify Proximus against any actions, claims or demands of third parties invoking a breach of their rights resulting from the Customer's use of Proximus services or resulting from measures taken by Proximus to remedy such an alleged breach.

9. Maintenance

- 9.1 If the operating conditions so require, Proximus may unilaterally modify the technical characteristics of the Service and shall inform the Customer thereof in accordance with Article 20.
- 9.2 Proximus reserves the right to interrupt or limit the Service for maintenance or upgrading purposes or in the event of a disruption to the Service or other Proximus services as a result of the usage or a malfunctioning of the Service. Proximus shall ensure that such interruptions or limitations are limited to the time strictly necessary to carry out the work. Proximus shall not be liable to pay any compensation or other damages for such interruptions or limitations.
- 9.3 Proximus reserves the right to remotely access the Customer's Service in order to carry out maintenance, configuration or monitoring operations. Proximus' employees must provide proof of their position.

10. Disruption

Proximus makes a helpdesk available to the Customer. Proximus' helpdesk is available only for resolving problems related to the provision and support of the Service. Proximus shall make all reasonable efforts to resolve the Customer's problems. The Customer has a single point of contact to help it manage, change and delete the content of its Service.

11. Protection of Personal Data

11.1. Proximus acting as data controller

- 11.1.1 Proximus processes personal data relating to its Customers, such as identification data, contact data, data on the use of Proximus products and services, as well as billing and payment data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:
- The conclusion of the Contract entered into with the Customer and the provision of the Services requested by the latter;
 - the administration and management of relations with the Customer;
 - the organization of information or promotional campaigns relating to Proximus products and services, except where the Customer has not consented to this;
 - the improvement and development of Proximus products and services;
- 11.1.2 Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.
- 11.1.3 In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the competent public authorities.
- 11.1.4 The Customer has the right to access, correct and delete any data relating to it. For further information about the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the data collection method, the retention period of the personal data, and the way in which the Customer can exercise its rights and set its privacy preferences, please refer to Proximus' privacy policy which is available at proximus.be/privacy.
- 11.1.5 Proximus also entrusts the Customer, who accepts this, with the performance of the following obligations incumbent on Proximus arising from the Data Protection Legislation. In particular, and where applicable, the Customer shall:
- ensure that all personal data is accurate, complete and up-to-date;
 - ensure that data subjects to whom the personal data relates are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Contract. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how employees can exercise their rights regarding their personal data;
 - provide, at Proximus' request, evidence that the data subjects have been duly informed.

11.2. Proximus acting as data processor

- 11.2.1. Where the Customer (or the Customer's data controllers if the Customer is not the data controller) provides personal data to Proximus, and Proximus processes such data on the Customer's behalf for the sole purpose of providing the Service concerned, the Customer shall act as data controller for that personal data, and Proximus shall act as processor for that personal data. In particular, Proximus shall act as processor where:
- Proximus stores personal data at the Customer's request, particularly in the Proximus cloud, in the Proximus email service, or in the context of a Customer website;
 - Proximus provides the Customer with an application in which the Customer enters personal data such as the name of its company, a photo and its telephone number for the creation of its website, its eshop and the management of its online visibility;
 - The Customer entrusts Proximus with personal data in order to configure the Service.
- 11.2.2. The Customer may also use the services offered by Google and/or Facebook. Proximus is not involved in any way in the data processing carried out in the context of these services. Proximus does not transfer any personal data to Google or Facebook. If the Customer wishes to know more about the use of its personal data by Google and Facebook, the Customer should refer to their respective data protection policies.

- 11.2.3. The personal data processed by Proximus acting as processor may relate to the following types of person: the Customer himself/herself, the Customer's own customers, suppliers, managers, employees, workers, agents, representatives, consultants or other third parties.
The personal data may include identification information, contact details or any other type of personal data, except for specific categories of personal data such as data relating to health, genetic data, and biometric data.
- 11.2.4. Proximus shall process or transfer the personal data in accordance with the Customer's documented instructions, unless Proximus is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States. Where such a requirement is placed on Proximus, Proximus shall provide prior notice to the Customer, unless the law prohibits such notice on important grounds of public interest. The Contract, including this article, represents the Customer's complete instruction to Proximus in this respect. All additional or alternative instructions must be agreed upon in writing by the Parties.
- 11.2.5. Proximus shall treat the personal data as strictly confidential and ensure that any natural person acting under its authority who has access to the personal data commits him/herself to confidentiality or is subject to an appropriate statutory obligation of confidentiality.
- 11.2.6. Proximus shall take the technical and organizational measures agreed in this Contract to ensure a level of security appropriate to the risks presented by the processing and taking into account the state of the art, the costs of implementation and the nature of the personal data and the potential risks.
- 11.2.7. If Proximus detects a personal data breach affecting the personal data during performance of the Contract, Proximus shall inform the Customer of such breach without undue delay.
- 11.2.8. At the Customer's request and taking into account the nature of the processing and the information made available to Proximus, Proximus shall reasonably assist the Customer, as far as possible, in:
- dealing with requests from data subjects exercising their data subject rights;
 - implementing technical and organizational security measures to comply with the Customer's obligation of security of the personal data processing;
 - notifying personal data breaches affecting the personal data to the supervisory authority and to the data subject, as the case may be; and
 - conducting data protection impact assessments and consulting the supervisory authority in such context.
- Proximus reserves the right to claim reasonable compensation for this assistance.
- 11.2.9. At the reasonable request of the Customer, Proximus shall provide all information necessary, including existing certifications and audit reports, to demonstrate compliance with articles 9.2.2 and 9.2.13.
- 11.2.10. The Customer hereby provides a general written authorization to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfill its contractual obligations under the Contract and (ii) as long as Proximus remains responsible for any acts or omissions of its subcontractors in the same manner as for its own acts and omissions hereunder. Where applicable, Proximus will inform the Customer of its intention to add or replace subcontractors, thus allowing the Customer to object to such changes. If the Customer has a legitimate reason for objection that relates to the processing of personal data, Proximus may not be in a position to continue to provide the Service to the Customer and shall in such case be entitled to terminate this Contract.
- 11.2.11. Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognized by the European Commission as ensuring an adequate level of data protection, if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on a derogation foreseen by the Data Protection Legislation enabling such transfer.
- 11.2.12. At the end of the Contract, Proximus shall delete the personal data (unless the law requires further storage of the personal data) or, if requested by the Customer, return it to the Customer or give the Customer the possibility to extract the personal data.
- 11.2.13. The breach of any Data Protection Legislation by Proximus shall be deemed a fault on the part of Proximus only if Proximus has acted outside or contrary to lawful instructions given by the Customer.

12. Force majeure

Proximus shall not be liable in the event of any delays or shortcomings in providing its services insofar as these are attributable to facts or circumstances that are beyond its control, unforeseen and unavoidable (force majeure), such as acts of war, riots, disturbances, civil unrest, actions on the part of civil or military authorities, embargoes, explosions, strikes, lock-outs or labor conflicts (including those involving its employees), power cuts (including ones resulting from the application of a load-shedding plan laid down by the authorities), floods, prolonged frost, fires, storms, any breach of contract by a supplier, or any stock shortages experienced by Proximus suppliers.

13. Transfer of the Contract

- 13.1 The Customer may only transfer the Contract to a person domiciled or residing at the same address. The transferor and transferee must conclude a transfer agreement and notify Proximus by submitting a document that they have both signed.

- 13.2 If the Customer is prevented by a court ruling from obtaining access to and/or residence at the address where the Service is located, he shall grant Proximus the right, at the request of the person who legally occupies the premises of the connection, to automatically transfer the Contract to that person.
- 13.3 In the event of the Customer's death, the Contract will continue to form part of the estate until it is terminated or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased.
- 13.4 The transfer is free of charge and includes the transfer to the assignee of all the rights and obligations arising from the Contract, with the exception of the licenses for the theme and plugins used for the creation of his site.

14. Contract Term and Termination

- 14.1 The Contract is concluded for a fixed period of one year from the date of the Customer's acceptance of the performance of the Service, as proposed by Proximus. The service will be active and the monthly fees will be billed from this date. The Customer will receive an email confirming acceptance of the performance of the Service.
- 14.2 If the Customer cancels its order before its acceptance of the performance of the Service as proposed by Proximus, it will still be liable for the one-time start-up fee for the Business Booster products, even if the Service has not been put online. This compensation is not subject to VAT.
- 14.3 The Contract shall be tacitly renewed for successive periods of one year at a time on the expiry date, unless it is terminated by one of the parties.
- 14.4 The parties may terminate the one-year fixed-term Contract on the annual due date. Notice must be given no later than 3 months before this date.
- 14.5 The parties may also terminate the one-year fixed-term Contract in advance by giving written notice but without having to state the reasons for doing so. The termination shall take effect 3 months after the day following such notification. During these 3 months, the Service remains active and is billed.
- 14.6 Any change of offer linked to the Service during the contract period will result in a new contract of 12 months from the date of such change.
- 14.7 The Service remains active and can therefore be reinstated for 30 days from the date of the termination request. Compensation will be claimed in accordance with the List of Rates and Prices.
- 14.8 In the event of the Customer's death, the Contract is immediately terminated if the beneficiaries notify Proximus of the death by any written means, accompanied by a supporting document.

15. Specific cases of suspension and termination by Proximus

- 15.1 In the event that the Customer fails to fulfill its contractual obligations, Proximus has the right to partially or fully suspend all or part of the service(s) offered to the Customer which form part of the same bill.
- 15.2 Proximus may immediately block the Customer's access to its Service and deny third parties access to the content concerned in the event of a clear breach of the law or rights of third parties, or failure by the Customer to comply with the Terms of Use, or where the integrity of Proximus' services or the proper functioning of the Service is placed in jeopardy. The Customer shall be informed of this blocking by email and/or regular mail within a reasonable period of time and shall be given notice to comply with its obligations. The email address provided by the Customer when the order was placed will be the email address used.
- 15.3 Proximus reserves the right to take, at its own initiative, the necessary measures in the event that the integrity or functioning of its Service is compromised.
- 15.4 If Proximus has good reason to believe that the Customer is placing illegal content on the Internet (e.g. on its website, a discussion forum) or, more generally, that the Customer is using Proximus services in an unauthorized manner (e.g. infringement of the intellectual property rights of third parties), Proximus is entitled to take all the measures it deems appropriate to put an end to such unauthorized use of the services, in particular to immediately remove access to the Customer's content and/or suspend the Customer's access to Proximus services, without the Customer being entitled to any damages, even if the content is not ultimately illegal.
- 15.5 Where a response is received from the Customer, Proximus shall be entitled to transmit to the plaintiff any supporting documents provided by the Customer.
- 15.6 The provision of the Service may be interrupted in the case of force majeure, following events beyond Proximus' control, for maintenance purposes, or in the event of a failure. Such interruptions do not entitle the Customer to any damages whatsoever. Proximus shall endeavor to inform the Customer within a reasonable period of time of any disruptions that have occurred and to limit their duration as far as possible.
- 15.7 The suspension of the Service ends when the Customer has complied with his obligations. When the Service is restored, the Customer will be billed the fixed activation charge set out in the List of Rates and Prices.
- 15.8 The subscription fees shall remain payable by the Customer throughout the period during which the Service is suspended.
- 15.9 The contract will end ipso jure and without notice in the event of bankruptcy, collective rescheduling of debt, or liquidation of the Customer.

15.10 Proximus may terminate or suspend the provision of the Service in the case of an order or injunction issued by an administrative or judicial authority. Where this is the case, the Customer will not be entitled to any damages whatsoever.

16. Submission of proof

16.1 Proximus and the Customer agree that any communications they exchange by secure email shall have the same legal value as written and signed correspondence.

16.2 Proximus and the Customer agree that information relating to communications, contracts or payments held by Proximus on a lasting and inalterable medium shall have probative force until there is evidence to the contrary.

16.3 Proximus shall not be bound by agreements that the Customer may have concluded with service providers via the Service which establish other, conventional methods of contractual proof.

17. General points

17.1 The following documents, listed from the most general to the most specific, form an integral part of this Contract:

- The order form, where applicable;
- The confirmation letter;
- The List of Prices and Rates;
- The "Business Booster" Brochure;
- These General Terms and Conditions

17.2 In the event of any inconsistency between one or more of these documents, the following rules shall apply: the most specific document applicable to the Service concerned shall prevail over any other more general document.

17.3 All previous agreements and understandings, whether oral or written, shall be considered null and void and replaced in their entirety by the provisions of this Contract.

17.4 Any provision of the Contract ruled to be null and void or unenforceable shall not affect the validity of the remaining provisions.

17.5 If the Contract is concluded with a minor, the Contract's validity shall be subject to written consent from one of the minor's parents or the minor's guardian. Such written consent must be submitted to Proximus together with this Contract.

18. Conciliation procedure and dispute settlement

18.1 In the event of difficulties relating to the implementation of the Contract, the Customer should contact Proximus' local service.

18.2 Complaints relating to any unjustified deactivation of one of the Services must be filed within five calendar days of the deactivation. If the complaint is lodged after such period, the period between the fifth day and the day on which the complaint is lodged shall not be taken into account for the calculation of any compensation.

18.3 The investigation of the claim will cease if the complaint is brought to court.

19. Applicable law and competent courts

The provisions of this Contract shall be governed by the laws of Belgium. Any dispute relating to the interpretation or application of this Contract which cannot be resolved amicably between the Parties shall fall within the exclusive jurisdiction of the ordinary Belgian courts.

20. Changes to the Terms and Conditions of the Contract and the Service

20.1 Proximus shall notify the Customers concerned of any changes to the Terms and Conditions of the Contract by any appropriate means. In the event of changes to the General Terms and Conditions or to the Specific Terms and Conditions, the Customer will be notified at least one month before the changes come into effect. With regard to rate changes, notification will be provided at least one month prior to the implementation of any increase, and at least one day prior to any reduction.

20.2 If, in the case of changes to the General Terms and Conditions or the Specific Terms and Conditions, the Customer does not accept the new conditions, it may terminate its contract without charge by no later than the last day of the month following the entry into effect of the changes, where such changes are not favorable to the Customer. In the case of a price increase or indexation, the Customer may terminate its contract without penalty by no later than the last day of the month after it receives the first bill with the rate increase. Notification of termination must be given by any written means.

20.3 If Proximus decides to terminate the delivery of a Service, it shall inform the Customer at least six months in advance. Proximus will not be liable to pay the Customer any compensation.