

## Object

1. General Terms and Conditions apply to the access of the VoIP service. A distinction is made between the following:

- **General Terms and Conditions**

The General Terms and Conditions set out in full the rights and obligations of Proximus and its customers with regard to the provision of the VoIP telephony service.

- **Specific Terms and Conditions**

The Specific Terms and Conditions may depart from the General Terms and Conditions. They apply to the optional services offered by Proximus.

- **Price List**

The Price List, available on the Proximus website ([www.proximus.com](http://www.proximus.com)), mentions all the prices of the services provided by Proximus. Updated excerpts may be obtained, on request, from any Proximus point-of-sale. The full contract concluded by Proximus and the customer is composed of the order form, the General Terms and Conditions, the applicable Service Level Agreement, the price list and, where applicable, the Specific Terms and Conditions (i.e. the Contractual Service Description). These documents can be obtained in all Proximus points-of-sale.

## Definitions

2. For the purposes of these General Terms and Conditions, the following definitions apply to the terms listed below.

- **Proximus SA**

The autonomous public-sector company with limited liability under public law, with its registered office at Bd. du Roi Albert II 27, B-1030 Brussels, VAT BE 0202 239 951 Brussels Register of Legal Entities hereafter referred to as "Proximus".

- **Customer**

The natural or legal person or de facto association with whom Proximus has concluded the contract.

- **Listed number**

A telephone number that appears in the White Pages and/or in the database of Proximus Directory Assistance service.

- **Unlisted number**

A telephone number that does not appear in the White Pages and that is not communicated to third parties by the Directory Assistance service.

- **Telephone directory (White Pages)/Directory Assistance database (1405)** A database containing data about public telephony service subscribers, which is made available to the public in the form of a paper or electronic directory or a directory assistance service over the telephone.

- **Private "on-net" calls**

Telephone calls that are initiated from a customer's site and intended for another site within the same virtual private network (VPN) as that of the customer.

- **Public "on-net" calls**

Telephone calls that are initiated and terminated on the Proximus VoIP platform; these calls are not routed to or through the public switched telephone network.

- **Public "off-net" calls**

Telephone calls that are initiated on the Proximus VoIP platform and intended for the public switched telephone network.

- **VoIP platform**

The Proximus VoIP platform consists of the following elements:

- Monitoring and security equipment, which provides access to and protection of the platform;
- IP call handling equipment, which handles all the voice traffic transiting via the platform;
- Media Gateway equipment, which converts IP packets to traditional switched telephony.

- **Internal cabling**

Lines, cables and internal cabling equipment between the connection or line equipment and the terminal equipment on the site. The cabling equipment includes the cable closet, patch panels, patch cables, patch distribution cables, distribution cables, wall sockets and any other material necessary for the internal cabling on the site, which, where applicable, is

provided by Proximus in the framework of this contract.

- **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.

## Conditions for access to the VoIP telephony service

3. When submitting an application to Proximus for access to the VoIP telephony service, the customer must have:

- a data connectivity contract with Proximus in his own name that is compatible with the VoIP telephony service and equipped for voice transmission; or

- obtained the approval of the holder of a data connectivity contract with Proximus (that is compatible with the VoIP telephony service and equipped for voice transmission) to use this data connectivity for his telephone traffic.

In addition, the customer must comply with these conditions throughout the duration of the contract. If these conditions are not met, the VoIP telephony service cannot be provided, but the contract will not be terminated automatically. The customer will need to take the initiative in this regard in accordance with the terms of Article 55. On the other hand, the termination of this contract will not automatically lead to the termination of the customer's contract with Proximus for data connectivity.

## Effective date and contract duration

4. The contract shall take effect on the day that both parties sign the order form, and shall be concluded for an indefinite term.

## Changes to the terms and conditions of the contract

5. Proximus agrees to notify the customers concerned, by all appropriate means, of any changes to the terms and conditions of the contract. In the event of changes to the General Terms and Conditions or to the Specific Terms and Conditions, the customer must be notified at least one month before the changes enter into effect. With regard to price changes, notification must be provided at least one month prior to the implementation of any increase, and at least one day prior to any reduction.

6. Where a customer does not accept a change to the General or Specific Terms and Conditions, he may terminate his contract without having to respect the usual notice period or without a termination penalty being due, provided that he notifies Proximus of such termination no later than the last day of the month that follows the entry into effect of the changes, provided said changes are to the customer's disadvantage. In case of a price increase, the customer may terminate his contract without prior notice and without a termination penalty, provided that he does so no later than the last day of the month that follows the reception of the first bill after such price increase takes effect. Termination can be done by any written means.

## Proximus services and obligations

### VoIP telephony service

7. Proximus offers the customer a telephone connection on the VoIP platform, enabling the customer to transmit telephone traffic on the data network and reach the public switched telephone network from the data network via the gateway. 8. With his telephone connected to the VoIP platform, the customer can at all times set up communications to: all other telephone connections of the VoIP platform; all telephone connections of Proximus public switched network; all telephone connections of another telephone network interconnected to Proximus; all connections to a mobile telecommunication service offered to the public interconnected with Proximus public switched network, and any service accessible through Proximus public switched telephone network

or any service provider interconnected with it.

Where the equipment makes it technically feasible, the customer may request that certain types of calls be blocked from his telephone connection. The activation of this restriction is payable, with the exception of the restriction of calls to national premium rate numbers, including national premium rate numbers used for providing adult content and international premium rate numbers that are not operated in compliance with the international telephone numbering plan, E164.

9. Proximus public switched telephone network is divided into zones that encompass several local networks. Each local network is served by a telephone exchange.

The boundaries of the networks and zones are determined by Proximus. If a change to these boundaries leads to a change in the rates and charges, any Customers concerned must be informed thereof and may terminate the contract pursuant to Article 6.

10. Proximus is required to employ the necessary means to ensure the proper functioning of the telephony service. Proximus has sole discretion as to the technical means necessary to establish access to this service.

Proximus reserves the right to implement any appropriate measure to respond to an incident related to the security of the network or to deal with threats and vulnerabilities. Such measures may, in some cases, consist of a temporary amendment to the terms and conditions of use of the Service.

The VoIP telephony service also comes with the relevant VoIP SLA. This SLA offers guarantees with regard to repairs and service availability which are independent of the SLA applicable to data connectivity. In the context of this contract, the applicable VoIP SLA covers the functioning of the VoIP platform, as it is defined above.

For the precise terms and conditions of the applicable VoIP SLA, please refer to the Contractual Service Description concerned.

The performance of maintenance works and the implementation of the procedure for fault clearance on the VoIP platform are described in the applicable VoIP SLA. If the fault results from abnormal use of the connection, the costs of the fault-clearance work shall be borne by the customer.

## Changes to and suspension of services

11. If the operating or organizational conditions of the VoIP platform require it, Proximus may change the technical features of its service.

Except in the case of force majeure, Proximus will inform its customers at least six (6) months in advance of any changes necessitating the replacement or modification of certain types of terminal equipment.

12. Proximus may restrict or suspend the telephony service for the purposes of maintenance and development of the VoIP platform. Proximus shall reduce the scope of the limitation or suspension of the VoIP telephony service and limit the time required to undertake this work to what is strictly necessary. This maintenance work will be carried out during planned maintenance windows. These are between 10 p.m. and 6 a.m. at night on working days.

The time during which the VoIP telephony service is not available due to this planned maintenance work is not taken into account when calculating the availability of the VoIP telephony service or other Service Level Agreement parameters.

13. The customer acknowledges and accepts that his or a third party's use of the data connectivity (which the customer uses to access the VoIP telephony service) can have an impact on the availability of the VoIP telephony service.

## Telephone number

14. For a charge, the Customer can request one or more individual numbers or one or more number series. The procedure for allocating telephone numbers is automated. However, if a customer expresses the wish to do so, he may, for a charge and provided this is technically feasible, choose one of the numbers still available at the time the request is made.

15. Geographic nomadic numbers can only be assigned if the holder of the number guarantees that the geographical service identity of this number corresponds to the address provided, both when the number is assigned and during the period that it is in use. It is essential that this address be clear and that it can be linked to the Customer on the basis of

objective data.

16. The Customer keeps this number until the contract expires, unless Proximus is required to change the number for the purposes of the service. Where this is the case, the customer will be notified of the change at least six (6) months before it comes into effect.

If the customer so chooses, he may ask Proximus to change his telephone number. He will be billed for this change.

If a number changes - whether this is decided by Proximus, requested by the Customer or due to relocation - Proximus will communicate the new telephone number to callers dialing the old number for a period of three months, unless it receives a request to the contrary from the Customer or the number is unlisted.

This service is provided free of charge if the customer agrees to the standard message proposed by Proximus. For a charge, the customer may have the standard message replaced by another. If the technical conditions permit, the customer may also, for a charge, extend the service beyond the three-month period.

17. Where technically feasible, the customer may, for a charge, have the telephone numbers of incoming calls displayed on his telephone, provided that the callers themselves have not blocked the identification of their numbers. The customer must have a compliant terminal to read this number. Where the call originates from a connection to the network of another operator, display of the calling line number will only be possible if the operator permits the transmission of numbers to the Proximus network.

If the caller has an unlisted number, the display of his number is automatically withheld, unless the holder of the number has authorized the disclosure of the number by programming it on his telephone.

The customer can block the display of his number on the called party's telephone permanently and free of charge by having it programmed via his telephone exchange or via the telephone exchange service. The Customer can also block the display of his number on a call-by-call basis.

The number of a customer calling the 100, 101, 102, 110 and 112 emergency services is automatically displayed to the latter even if the customer has restricted the display of his telephone number.

A customer whose line permanently blocks the display of his number may, at no cost, reverse this option permanently by programming a simple operation via his telephone exchange or the telephone exchange service. The Customer can also enable the display of his number on a call-by-call basis.

If the called party has activated the call forwarding or call transfer functions, only the caller's number will be displayed to the called party.

The customer can have the anonymous call rejection programmed via his telephone exchange or the telephone exchange service.

When the customer places a call to a connection with the network of another operator, Proximus transmits the number to this other operator if Proximus has concluded a reciprocity agreement with that operator and provided the customer has not refused to have his number displayed. The customer may obtain, from Proximus local service, a list of the operators with which Proximus has concluded reciprocity agreements on calling line identification presentation.

## Telephone directory and directory assistance service

18. The functions of the 1207 directory assistance and telephone directory ([www.1207.be](http://www.1207.be) and 1207 PRO) are:

- find a telephone number on the basis of a name and address and/or
- find a name and address on the basis of a telephone number and/or
- find the telephone number and name and address of a self-employed person or a company on the basis of the professional activity.

The listed data can also be requested in larger quantities in an automated way.

19. Listing in the 1405 Directory Assistance database: the last name, first initial, connection address and telephone number are listed free of charge. For companies and the self-employed, the professional activity can be also included.

20. Listing in the White Pages

20.1. The customer can obtain a free listing in the White Pages volume of the district in which the physical address linked to his number is located. If the customer has several telephone connections whose physical address is in the same district, he is entitled to just one free entry containing all the numbers assigned to him, irrespective of the type of telephone connection.

20.2. The following details are included free of charge in the White

Pages: last name, first- name initial (or corporate name in the case of companies), the physical address where the phone number is located and the phone number itself. If the customer so chooses, the first name may be given in full. Unless notice to the contrary is given by the customer at least six months before the closing date of the volume that contains his listing, the listing will be automatically included in subsequent editions of the White Pages.

20.3. For a charge, the customer may opt for additional listings, details and lines of text or for large font for the name. Unless written notice to the contrary is given by the customer no later than six (6) months prior to the closing date of the volume that includes the listing, all these payable additions will automatically be included in the following editions of the White Pages. A customer's number can also be incorporated in the listing of another customer, whether or not he is already listed in the White Pages. This is always a payable option.

20.4. The customer is responsible for the accuracy of the data he provides to Proximus. To be legally admissible, any complaints must be submitted in writing no later than 90 days following the publication date of the volume containing the customer's listing.

20.5. Directories are distributed in accordance with the legislation in force.

21. Any changes to a customer's details or connection will be entered as rapidly as possible in the White Pages database and in the Directory Assistance database (1405).

21.1. Customers who do not wish to have their phone number, name and address details included in the White Pages or in the directory assistance database can have this blocked free of charge by calling 0800 98 033. The telephone numbers of these customers will then be regarded as unlisted numbers. In accordance with the applicable regulations, the name and address details of customers with unlisted numbers are only provided to the publisher of the White Pages for the sole purpose of delivering the telephone directory to these customers.

21.2. Customers who do not want their name and address details to be found via the reverse search function (on the basis of their phone number) can have this blocked free of charge by calling 0800 98 033. Customers who do not want their phone number, name and address details to be found on the basis of their professional activity can have this blocked free of charge by calling 0800 98 033.

21.3. In accordance with the applicable regulations, Proximus must provide the customer's phone number, name and address details to all telephone directory publishers and directory assistance providers, unless the customer has an unlisted number or unless the customer notifies Proximus via the number 0800 98 033 that he does not want to be included in these databases.

## Malicious calls

22. A customer receiving malicious calls may ask Proximus to identify the number from which the calls originated. Where it is technically feasible to identify the caller, Proximus will ask the holder of the number to stop making such calls.

Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the request of the latter, Proximus will provide it with details of the identity and address of the originator of the malicious calls, for communication to the customer.

## Customer obligations

23. Proximus offers access to and enables correct caller's localisation by the emergency services if the physical address of the telephone line/number from which the calls are made is the same as the customer's real address which is registered with Proximus for this line/number.

In case the customer makes calls from a different physical address than the customer's real address registered with Proximus (hereafter "Nomadic use"), Proximus cannot without the contribution of the customer offer access with a correct localisation by the emergency services. The Customer shall ensure that in agreement with Proximus his/her telephone exchange supports Proximus's transmission of the caller's correct identity (number and postal code) or the site linked number for Nomadic usage to the emergency services and shall provide Proximus with correct and accurate data so as to allow Proximus to provide a correct routing and transmission in a transparent way to the switchboard of the emergency services.

For some services/options, as specified in the specific service terms and conditions, Proximus may even block access to the emergency services.

The customer bears the risks linked to the Nomadic use of the service for calls to the emergency services. If (i) the Customer does not comply with the aforementioned conditions to allow access to and correct localisation by the emergency services from a different physical address than the customer's real address registered with Proximus or if (ii) the access to the emergency services is blocked, the Customer is in particular responsible for informing all persons using the Service about any emergency access or localisation limitations. Proximus cannot under any circumstances be held responsible if the emergency services are sent to a wrong address, or for any ensuing direct and/or indirect damage, if the customer fails to meet the aforementioned conditions.

24. All amounts due under this contract will be billed to the customer at the address specified by the customer or to a third-party payer designated by him. The designation of a third-party payer does not exempt the customer from his obligation to pay should that third-party payer default. No rights to the telephone connection accrue to the third-party payer.

25. Only terminal equipment complying in full with the statutory provisions may be connected to the VoIP platform via the data network.

The Customer must bear any costs incurred by Proximus as a result of an infringement of this provision.

26. To avoid disruptions of the data network, the VoIP platform and the public telephone network, the customer must comply with the technical specifications when connecting terminal equipment.

Proximus may ask the customer to reduce the number of terminals connected if it notices that the technical specifications have not been met. The customer shall bear any costs incurred by Proximus as a result of an infringement of this provision.

27. The customer may not disrupt traffic on the data network, the VoIP platform, or the public switched telephone network.

28. To ensure the proper functioning of the service, the customer must ensure that he himself or the data connectivity holder has the necessary capacity for routing the volume of traffic. The customer may be required to take the measures specified by Proximus to this end.

The same obligations apply if the customer performs any act likely to result in the intensive use of the data connectivity, even if only on an occasional basis.

In connection with the services under this contract, Proximus may, at the Customer's request, implement procedures aimed at prioritizing his traffic. Such measures shall not, however, have any impact on the other network users' traffic. Proximus guarantees that any measures it may take to avoid network congestion or over-congestion, shall not lead to any traffic differentiation between the users and/or the services under this contract.

## Rate structure

29. The rate structure consists of the subscription fee for the number or number series and the communication charges.

## Subscription fee

30. The subscription fees for the number or number series must be paid in advance every month or every two months, depending on whether or not the customer has reached an agreement with Proximus on monthly billing, in accordance with Article 36 of these General Terms and Conditions.

31. The subscription fee for the number or number series shall be payable as from the day such number or number series is activated.

If Proximus terminates the contract because of failure by the customer to meet his obligations, the subscription fees for the billing period underway at the time the contract is terminated shall remain due. If these subscription fees have already been paid, there will be no pro-rata reimbursement. If these fees have not yet been paid, the Customer must pay them in full.

32. In the event that a service disruption not attributable to the customer lasts more than seven consecutive calendar days, the customer shall be entitled to the compensation provided for in the applicable VoIP SLA, i.e., the reimbursement of the subscription fee for the duration of the disruption. The period of time taken into account in calculating the amount to be reimbursed shall start on the first day on

which the disruption is notified and end on the day on which the service is restored.

## Communication charges

33. The possibility of establishing private "on-net" communications depends on the type of data connectivity that the customer has. The terms and price of this type of traffic are governed by the contract for data connectivity.

34. These General Terms and Conditions apply to both public "on-net" and "off-net" traffic. Both types of traffic are billed at the rates enjoyed by the customer under the rate plan applicable to him. If the Customer does not have a special rate plan, the basic rates mentioned in the Proximus List of Rates and Prices will be applied.

35. The cost of a call depends on the destination, duration, time and day on which the call is made. These elements are recorded by Proximus technical equipment, whose reports have probative force. The duration of a communication is the time which elapses between the moment when the person called picks up the receiver or is reached and the point at which the caller replaces the receiver or the signal terminating the call is given.

Calls to Infokiosk services and the Consultel<sup>®</sup> number **are** restricted to thirty minutes.

## Billing

### Bills

36. In addition to the requisite statutory references, bills of the consumer shall include at least the following information:

- the subscription fee for the number or the number series;
- details of each international call (date, time, country of destination, number called and price), unless otherwise agreed between the customer and Proximus;
- the total charge for domestic calls;
- the total charge for calls to mobile services;
- the total charge for calls to Infokiosk services;
- the total charge for calls to Consultel services;
- the total charge for calls to "zonal rate" (local rate) numbers (078 15);
- the periods corresponding to the billed fees and calls;
- the due date for payment, notwithstanding the provisions of Article 42 of these General Terms and Conditions.

Toll-free calls, including those to emergency services and private "on-net" traffic, are not indicated on the bill.

The prices and rates for other products or services are indicated separately. For a charge, the customer may ask to systematically receive a bill containing the following data, in addition to the details enumerated above:

- either itemization of all calls costing more than €0.50; or
- itemization of all calls.

This itemized bill will be sent to the billing address specified by the customer. Where this is the case, the customer must inform any co-users of the telephone line of the fact that the bill for the communications is itemized. Through the Bill Viewer service, the customer can consult free of charge the details of his last bill and of calls for which he has not yet been billed.

If the customer disputes a bill, he can obtain an itemized bill on request, free of charge.

37. The bill is sent every two months, unless the Customer and Proximus have agreed to monthly billing.

In the event of proven or suspected fraud or serious doubts about the solvency of the customer, Proximus may decide to bill the customer on a monthly or weekly basis.

Only one copy of the bill is drawn up and sent by ordinary mail to the customer or the

third-party payer (e.g.

schedule) set by Proximus.

38. For a charge, the customer may ask to receive an interim bill. Proximus may send an interim bill or request for an advance on the next bill if the total amount to be charged exceeds the average amount billed for all the customer's telephone connections, calculated over four full billing periods of two months or one month as the case may be, by at least €125 excluding VAT. If the telephone connections have been operational for less than four full two-month billing periods or four full billing months, an interim bill or request for an advance on the next bill may be sent if the total billing amount exceeds €125 (excl. VAT).

39. In the event of proven or suspected fraud or serious doubts about the solvency of the customer, Proximus reserves the right, at any time, to ask the customer to provide an unconditional bank guarantee at first request. Should the customer fail to submit proof of the existence of such a guarantee within three working days of Proximus request, the latter reserves the right to fully suspend the provision of the telephony service to the customer.

## Dispute of bills

40. The Customer must indicate the item concerned and the amount contested in any complaint filed.

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 Ombudsman's Service. The amount not contested must be paid by the normal due date.

If Proximus rejects a complaint, the contested amount must be paid immediately. Proximus will indicate the due date for the contested amount in the letter notifying its decision.

41. Proximus will immediately take into consideration all complaints about bills that are submitted to it.

If it transpires that the customer has wrongfully contested the last two consecutive bills, or three of the last six bills, Proximus reserves the right to demand payment in full of the new contested bill.

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

42. To be admissible, any complaint about amounts billed must be lodged with Proximus within three months of the billing date, without prejudice to any other means of recourse.

## Terms and conditions of payment

43. Sums billed every two months by Proximus must be paid within 15 calendar days of the billing date.

Customers with whom Proximus has agreed a monthly billing interval have 30 calendar days, from the billing date, to effect payment, except where Article 36(2) applies – in which case, they must pay within 15 calendar days of the billing date. In the case of weekly billing in accordance with Article 36(2), customers must pay within fifteen calendar days of the billing date.

Sums indicated on an interim bill not requested by a customer or a request for an advance on the next bill sent by Proximus must be paid within three working days of the date on which they are sent.

Payment must be made by bank transfer, to the account number specified by Proximus, with an indication of the appropriate bill 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 will be provided to the customer on request. Repeated requests by the customer for duplicate bills and requests for copies of bills predating the last three bills may result in the customer being billed a fixed administrative charge per copy.

45. If a two-monthly bill is not paid by the due date laid down in Article 42(1), Proximus will send a reminder to the defaulting customer or to the third-party payer designated by him. The reminder sets a new due date of ten calendar days starting from the date indicated on the reminder, notwithstanding the application of Art. 38. The same rule applies to the monthly and weekly billing referred to in Art. 36(2).

A fixed administrative charge, the amount of which is indicated in the List of Rates and Prices, will be billed if a reminder is sent.

The expiry of the due date for payment indicated in the reminder shall

serve as official notice to the customer. Starting on the bill expiry date, interests on arrears are payable, calculated at the official plus of three per cent.

On expiry of the final date for payment indicated in the reminder, all bills, irrespective of whether or not they are due, will become payable immediately without notice being served.

Proximus reserves the right, moreover, to bill the fixed amount established in the Price List if it entrusts collection of the debt to a third party.

46. If a monthly bill is not paid (in accordance with Art. 36(1)) within the period prescribed in Article 42(2), Proximus will send a reminder to the defaulting customer or to the third-party payer designated by the customer. The reminder will establish the date on which provision of the service will be suspended if immediate payment does not ensue.

A fixed administrative charge, the amount of which is indicated in the List of Rates and Prices, will be billed if a reminder is sent.

If a bill is not paid within thirty days of the billing date, the Customer will automatically be deemed to be in default without notice being served. Starting on the bill expiry date, interests on arrears will then be payable, calculated at the official rate of three per cent.

On expiry of the final date for payment indicated in the reminder, all bills, irrespective of whether or not they are due, will become payable immediately without notice being served.

In the event of partial payment, the amount paid is first used, without exception, to offset any interest due.

Proximus reserves the right, moreover, to bill the fixed amount established in the Price List if it entrusts collection of the debt to a third party.

### Proximus liability

47. Proximus is liable solely for damage caused by a fault on its part in the provision of access to the VoIP telephony service, subject to the following limitations:

§1. Proximus can only be held responsible in cases where the customer can prove that Proximus or one of its employees is guilty of serious misconduct or negligence. In the event of the latter, Proximus liability is limited to damage incurred by the customer that was foreseeable, direct, personal and certain, and does not include indirect or intangible damage, such as additional expense, loss of income, profits, customers, contracts or time, or loss of or damage to data, or damage arising from loss of business.

§2. For the purposes of this article, "indirect damage" shall mean any damage arising from the adverse impact on the customer of an error or negligence on the part of Proximus, which may render the customer liable, contractually or non-contractually, in respect of third parties, such as the customer's officers, employees, CUG members, subcontractors, customers and suppliers.

§3. Proximus liability shall at all times be limited to €100,000 for the total damage per incident and to double this amount (€200,000) for the total damage occurring in the course of a single year.

§4. Without prejudice to the preceding Article, Proximus shall bear unlimited liability in the event of death or bodily injury.

§5. Proximus will not under any circumstances be liable for damage as a result of force majeure, unforeseen circumstances, or a fault on the part of the customer or a third party. For the purposes of this contract, "force majeure" shall mean: acts of war, civil commotion, riots, civil unrest, actions on the part of civil or military authorities, embargoes, explosions, strikes or labor conflicts (including those involving Proximus employees), floods, prolonged freezing, fire or storms, and any other circumstances that are beyond its control, unforeseen and unavoidable.

§6. Proximus is not liable for the content of calls or messages. Proximus is likewise not liable for services provided by third parties and accessible via its VoIP telephony service or for bills issued for such services.

48. In the context of these General Terms and Conditions, the customer accepts that Proximus is in no way liable for the proper functioning of the data connectivity used by the customer for his access to the VoIP telephony service. This provision also implies that Proximus is not liable for any failure of the VoIP telephony service resulting from problems attributable to data connectivity.

### The customer's liability

The customer shall be liable vis-à-vis Proximus and third parties for the use of the VoIP telephony service, and shall indemnify Proximus and hold it harmless in the event of any claims, complaints, rulings, damages or costs that it may incur as a result of the customer's use of the VoIP

telephony service.

### Transfer of the contract/takeover of the telephone number

49. Proximus may, at any time, transfer its rights and obligations under this contract to a subsidiary in which it holds the majority of voting rights. Notwithstanding the above provision, neither party may transfer all or part of this contract without the prior written consent of the other party.

50. If a customer wishes to take over the phone number of another customer, the former must first fill in and sign a special form and send it to Proximus. He will be billed the number take-over charge mentioned in the List of Rates and Prices. However, Proximus will only authorize the transfer of the number once all the debts relating to that number have been settled in full.

### Suspension, cancellation and termination

#### Suspension and cancellation

51. §1. Proximus may suspend the VoIP telephony service in full if a customer fails to comply with his obligations under this contract or under another contract relating to the telephony service if the situation is not remedied within ten calendar days of the date indicated on the reminder.

Proximus will suspend the telephony service in full if no payment is forthcoming from the customer within three working days of the sending of an interim bill not requested by the Customer or of a request for an advance on the next bill by Proximus under Article 37 of these General Terms and Conditions.

§2. Proximus may suspend the VoIP telephony service in full if the customer fails to comply with his obligations under Articles 25 or 27 of these General Terms and Conditions and fails to remedy the situation within ten working days of a letter of notification being sent.

If Proximus notes that terminal equipment no longer complies with the statutory provisions, functions incorrectly causing faults, affects the integrity of the data network, the VoIP platform, or public telephone network, or places people in danger, it may ask the customer to disconnect it from the termination point. If the customer cannot be contacted immediately or if he does not immediately accede to the request, Proximus may suspend the VoIP telephony service in full with immediate effect until the terminal equipment is actually disconnected. Proximus shall inform the Customer of this suspension as soon as possible and at the very latest the following working day. The suspension prevents the customer from receiving or making any calls.

In the event of an exceptional increase in the customer's usage, Proximus may be required to suspend a part of the VoIP telephony service, after notifying the customer in advance.

§3. The notification letter shall always indicate the reason for the suspension.

The restriction or full suspension of the VoIP telephony service will come to an end when the customer complies with his obligations. When the regular service is restored, the fixed charges indicated in the List of Rates and Prices will be billed.

52. The subscription fee shall continue to be payable by the customer for the entire period in which the VoIP telephony service is suspended.

53. If the customer has not remedied the situation within fifteen calendar days of the full suspension, Proximus may terminate the contract ipso jure through a notification sent by regular post at least fifteen calendar days in advance.

In this case, the subscription fees owing for the billing period underway at the time of the expiry of the notice period will remain payable.

54. For a period of three months, Proximus will inform all those calling the Customer's number that the contract has been terminated, unless otherwise requested by the Customer.

This service is provided free of charge if the Customer agrees to the standard message proposed by Proximus. For a charge, the customer may have the standard message replaced by another.

If the technical conditions permit, the customer may also, for a charge, extend the service beyond the three-month period.

55. The contract shall be avoided ipso jure and without notice being

served if the customer is declared bankrupt or goes into liquidation.

Notwithstanding this, Proximus may conclude a new contract, covering all or some of the telephone numbers previously allocated to the customer, where this is expressly requested by the trustee in bankruptcy or liquidator for the purposes of concluding the bankruptcy or liquidation proceedings.

The new contract shall be provisional in nature, non-transferable and concluded *intuitu personae* with the trustee in bankruptcy or liquidator. The conclusion of the contract may be subject to the inclusion of an appropriate provision. Claims incurred by Proximus in implementing this contract shall be claims against the debtor's estate.

For the rest, these General Terms and Conditions shall apply in full to this contract.

## Contract termination

56. §1. Either party may terminate the contract at any time by any written means. Proximus will send the Customer written confirmation of the termination date.

If the customer specifies the date on which he would like to terminate his contract, Proximus will make every effort to comply with this date, taking account of the technical specifications of the Service. Where no termination date is specified by the customer, the contract will be terminated following 30 days' notice. A three-month notice period applies if the contract is terminated by Proximus.

For professional customers possessing more than five telephone numbers, the subscription fees relating to the billing period underway when the termination enters into effect shall remain due. If these subscription fees have already been paid, there will be no pro-rata reimbursement. If these fees have not yet been paid, the customer must pay them in full.

§2. If the customer terminates the contract without asking for his number to be ported to another operator, Proximus will, for three months, inform those calling the customer's number that the contract has been terminated.

## Number transfer and portability

57. A customer who is moving may, for a charge, ask for his number to be transferred provided his new address is within the same telephone zone. Proximus will make every effort to successfully transfer the number. It may, however, prove impossible to port certain features or value-added services linked to the number for technical reasons.

58. A customer who wants to transfer his number to another operator must address himself to the latter. The operator will take the necessary steps vis-à-vis Proximus on the customer's behalf.

Proximus will, however, refuse number portability if:

- the customer asks for his number to be ported to another telephone zone;
- the operator to which the customer wants his number to be ported does not comply with the statutory procedures for number portability.

Where a number is ported, the contract for the VoIP telephony service linked to this number will be terminated.

If the customer wants only some of his numbers ported, he will be charged for any reconfiguration costs.

Proximus will make every endeavor to port the number. This may, however, prove impossible for technical reasons.

## Conciliation procedure and dispute settlement

### Complaints submitted to Proximus

59. Complaints relating to any unjustified removal from service of the VoIP telephony service must be lodged with Proximus within five calendar days of the deactivation. If a complaint is not filed within this deadline, the period between the fifth day and the day on which the claim is filed will not be taken into account for the purposes of calculating any compensation.

### Complaints submitted to the

## Telecommunications Ombudsman Service

60. The customer may contact the Telecommunications Ombudsman's Service (at 8 boîte 3 Boulevard du Roi Albert II, 1000 Brussels, tel.: 02 223 06 06, fax : 02 219 77 88, [plaintes@mediateurtelecom.be](mailto:plaintes@mediateurtelecom.be), [www.mediateurtelecom.be](http://www.mediateurtelecom.be)), which is officially attached to the Belgian Institute for Postal Services and Telecommunications.

The Telecommunications Ombudsman's Service is completely independent of Proximus. Within the confines of the powers it has been vested with, the Ombudsman's Service does not receive instructions from any authorities.

The customer may address any complaint to the French-language or Dutch-language Ombudsman's Service, at his own choosing.

Complaints are only admissible if they are filed in writing. The customer may nevertheless contact the Ombudsman's Service orally if he wishes to be fully informed of his rights.

A complaint is only admissible if the customer can show that he first took the necessary steps via Proximus.

The Telecommunications Ombudsman's Service is under no obligation to handle a claim relating to an incident which took place more than one year before the complaint was submitted.

Except in the case referred to in Article 60(d) of these General Terms and Conditions, examination of a complaint ceases if it is brought before the courts.

Legal proceedings may always be instituted, in accordance with Article 62 of these General Terms and Conditions, except in the case of resort to arbitration, where the award of the Ombudsman's Service is binding on both parties.

61. The statutory tasks of the Ombudsman's Service are as follows:

- a) to examine customer complaints about Proximus activities;
- b) to mediate to assist with amicable settlement of disputes between Proximus and its customers;

- c) to make recommendations to Proximus if no amicable settlement can be found. A copy of the recommendation is sent to the plaintiff. Proximus then has 20 working days to justify its decision should it decide not to comply with this recommendation;

- d) where an end user agrees to submit his complaint to arbitration in the event of a dispute, to reach a decision as arbitrator between Proximus and its customers, based on an arbitration agreement concluded between Proximus and the Ombudsman's Service. The Ombudsman's Service cannot arbitrate in disputes relating to amounts over €2478,94 (index-linked);

- e) for each customer who claims to be the victim of the malicious use of an electronic communication network or service, to examine the request for the identity and address details of the electronic communication network or service users who have harassed this customer, insofar as such details are available. The Ombudsman's Service will accede to such requests on the following conditions:

- the facts would seem to be founded;
- the request refers to exact dates and times.

62. In investigating a complaint brought before it, the Ombudsman's Service can examine, in situ, Proximus books, correspondence, minutes and, in general, all documents and entries relating directly to the complaint. The Ombudsman's Service can ask for explanations and information from Proximus directors and staff, and can carry out any checks necessary for its investigation.

The Ombudsman's Service will treat this information as confidential where its disclosure may be harmful for the company in general.

## Competent courts

63. The Brussels Courts shall have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the contract.

## Applicable law

64. The provisions of the contract shall be governed by Belgian Law.

## Protection of personal data

65. This article shall apply when the Customer uses Proximus products and services as a consumer.

Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:

- the performance of the Agreement with the Customer and the delivery of the Products and Services requested by the Customer;
- the administration and management of relations with the Customer;
- Customer profiling and conducting information and promotion campaigns for products and services offered by the Proximus Group, unless the Customer objects to this;
- the improvement and development of Proximus products and services and the network infrastructure.

Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.

Proximus may share Customer data with the Affiliates of the Proximus Group in order to conduct information and promotion campaigns for the products and services of the Proximus Group, unless the Customer objects to this.

In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.

The Customer has the right to access, correct and delete any data that relates to him.

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 his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [proximus.be/privacy](http://proximus.be/privacy).

The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer objects to this.

66. This article shall apply when the Customer does not use Proximus products and services as a consumer.

#### 66.1 Generalities

66.1.1. The data protection related concepts used in this article 66 shall have the meaning given to them in the Data Protection Legislation.

66.1.2. The Customer (i) represents and warrants that it complies and undertakes to continue to comply with the national laws implementing the Data Protection Directive (95/46/EC) until 24 May 2018 and (ii) undertakes to comply with the General Data Protection Regulation (2016/679) as of 25 May 2018 and (iii) undertakes to comply with the national laws implementing the Directive on Privacy and Electronic Communications (the legislation referred to under (i), (ii) and (iii) above being jointly referred to as the "**Data Protection Legislation**").

66.1.3. Proximus will comply with the Data Protection Legislation when processing information relating to an identified or identifiable natural person in its performance of this Agreement (referred to as 'personal data' under the Data Protection Legislation).

66.1.4. The role of Proximus (data controller or data processor) with regard to the personal data being processed in the context of the performance of the Agreement, other than the personal data mentioned in article 66.2 for which Proximus is data controller, will be described either in the Order Form or the applicable Contractual Service Description or in the Proximus Privacy Policy, available at [proximus.be/privacy](http://proximus.be/privacy).

#### 66.2. Proximus acting as data controller

Proximus processes personal data relating to its Customers (and their fellow users and end users where applicable), e.g. identification data, contact data, data on the Customer's use of Proximus products and services, data on the Customer's communication traffic, billing and payment data, and technical data. In this context, Proximus acts as a data controller. The data is processed for the following purposes:

- the performance of the Agreement with the Customer and the delivery of the services requested by the Customer;
- the administration and management of relations with the Customer;
- Customer profiling and conducting information and promotion campaigns for Products and Services offered by the Proximus Group, unless the Customer objects to this;

- the improvement and development of Proximus products and services and the network infrastructure.

Proximus' files may be accessible to third parties who work in the name or on behalf of Proximus.

Proximus may share Customer data with the Affiliates of the Proximus Group in order to conduct information and promotion campaigns for the products and services of the Proximus Group, unless the Customer objects to this.

In the cases stipulated by law, Proximus shall hand over Customer data if requested to do so by the government services.

The Customer has the right to access, correct and delete any data that relates to him.

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 his rights and set his privacy preferences, please refer to Proximus' privacy policy which is available on [proximus.be/privacy](http://proximus.be/privacy).

The data relating to Customers who have terminated their contracts with Proximus can be used by the Proximus Group to inform them of the Proximus Group's products and services, unless the Customer objects to this.

Proximus hereby delegates to the Customer, which agrees, to carry out the following obligations of Proximus under the Data Protection Legislation. In particular, the Customer shall:

- ensure that all personal data are accurate, complete and up-to-date;
- ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Agreement. 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 ;
- shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 66.2.

#### 66.3. Proximus acting as data processor

66.3.1. Where Customer (or its data controllers if the Customer is not the data controller) provides personal data to Proximus in connection with its use of the Products/Services and requests Proximus to process personal data on behalf of the Customer (or of the Customer's data controllers) for the sole purpose of providing the Customer with the Products/Services, the Customer shall act as data controller in relation to the processing of these personal data and Proximus shall act as a data processor regarding these personal data.

66.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 66 are appropriately reflected towards its data controllers it allows to make use of the Products/Services. The Parties agree that Customer shall act as the sole point of contact for Proximus, either in its capacity as data controller or on behalf of its data controllers. All references to Customer rights and obligations under this Article 66 shall be deemed to include the respective data controllers of the Customer to the extent applicable.

The personal data made available by the Customer might relate to the following types of data subjects: its own customers, employees, workers, agents, representatives, consultants or other third parties.

The personal data might include the following categories of data:

- identification information, contact details ;
- preferences with regard to direct marketing ;
- invoice and billing data ;
- data related to the usage of the Products/Services under this Agreement ;
- any other type of personal data identified in the Agreement.

With regard to these personal data of the Customer (or its data controllers) will have the rights and obligations a data controller as set out in the Data Protection Legislation.

66.3.3. Proximus shall process or transfer the personal data in accordance with 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 Agreement, including this article, is the Customer's complete instruction to Proximus in this respect. All additional or

alternative instructions must be agreed upon in writing by the Parties.

66.3.4. 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 (i) commits himself/herself to confidentiality or is under an appropriate statutory obligation of confidentiality and (ii) does not process the personal data except on instructions from the Customer, unless he/she is required to otherwise process or transfer the personal data under the laws of the European Union or one of its Member States.

66.3.5. Irrespective of where Proximus receives or holds the personal data, Proximus shall take the technical and organizational measures agreed in this Agreement to ensure a level of security appropriate to the risks that are presented by the processing (in particular risks from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, use or access and against all other unlawful forms of 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.

66.3.6. If Proximus detects a personal data breach affecting the personal data in the framework of the performance of the Agreement, Proximus shall inform the Customer about the breach without undue delay.

66.3.7. At the request of the Customer and taking into account the nature of the processing as well as the information available to Proximus, Proximus shall provide insofar as possible reasonable assistance to the Customer in:

- dealing with requests from data subjects exercising their data subject rights under the Data Protection Legislation;
- implementing technical and organisational 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 consult the supervisory authority in such context.

Proximus reserves the right to claim a reasonable compensation for this assistance.

66.3.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 66.3 as well as to contribute reasonable demands for audits conducted by the Customer or another independent auditor mandated by the Customer. Advance notice of at least 60 (sixty) Calendar days is required, unless applicable Data Protection Law requires earlier audit. In case of an audit, Customer will bear its own expense and the cost of Proximus's internal resources required to conduct the audit. Audits will be limited to data privacy aspects and to a maximum of 3 Business days and will only be allowed during Business Hours without impact on the Proximus business. Proximus and the Customer agree to limit the audits to a strict minimum and with a maximum of once every 2 year, unless serious reasons for an earlier audit would exist or if a data protection authority would require so. Certifications and existing audit reports will be used to avoid audits. If any audit reveals that Proximus is, or that the Products/Services are, not in compliance with the provisions of this Agreement and/or Data Protection Legislation, the exclusive remedy of the Customer, and the exclusive obligation of Proximus shall be that: (i) the Parties will discuss such finding, and (ii) Proximus shall take, at its own cost, all corrective actions, including any temporary workarounds, it deems necessary to comply with the provisions of this and/or Data Protection Legislation. Proximus may charge the Customer for any corrective actions if the corrective actions were required due to changes of Data Protection Legislation.

66.3.9. The Customer hereby provides a general written authorisation to Proximus to engage subcontractors for the processing of the personal data (i) to the extent necessary to fulfil its contractual obligations under the Agreement 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. Proximus shall inform the Customer of any intended addition or replacement of other processors, giving the Customer the opportunity 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 Agreement. Where Proximus engages another processor under this Article, Proximus shall ensure that the obligations set out in this article 66.3. are imposed on that other processor by way of a written contract.

66.3.10. Proximus shall be entitled to transfer the personal data to a country located outside the European Economic Area which has not been recognised 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. The Customer shall from time to time execute such documents and perform such acts as Proximus may reasonably require to implement any such appropriate safeguards.

66.3.11. At the end of the Agreement, Proximus will 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.

66.3.12. If any request of the Customer under this article 66.3 requires Proximus to take additional steps beyond those directly imposed on Proximus by the Data Protection Legislation, the Customer shall reimburse Proximus for any costs incurred by Proximus for taking such additional steps.

66.3.13. The breach of any Data Protection Legislation by Proximus shall be deemed as a Proximus' Fault only if Proximus has acted outside or contrary to lawful instructions of the Customer.