

**GENERAL**

These General Terms and Conditions apply to the mobile telephony Service marketed under the Proximus brand, with the exception of the mobile communication device. This Service is provided by Proximus public limited company of Belgian public law, hereafter referred to as "Proximus", in accordance with the applicable laws and decrees governing the provision of the Service.

**A distinction is made between the following.**

- **The Contract**

The Contract is concluded orally and confirmed in writing, unless otherwise specified in these General Terms and Conditions or in the Specific Terms and Conditions and in the absence of any request to the contrary by the Customer. The written Contract must be drawn up in duplicate and signed by the Customer or by his duly appointed representative. The Contract must contain: the Customer details, the number of the SIM card, the billing and payment data, and the rate plan and/or options chosen by the Customer.

- **General Terms and Conditions**

The General Terms and Conditions set out all the rights and obligations of Proximus and its Customers with regard to the provision of the Service, and form an integral part of the contract.

- **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 copies may be obtained, on request, from Proximus' local service.

The Contract, the General Terms and Conditions, the Price List, the confirmation letter and where applicable, the Specific Terms and Conditions, constitute the full Contract concluded by the Customer and Proximus. These documents can be obtained in all the Proximus services accessible to the public, or by calling the Customer Service.

**DEFINITIONS**

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

**SERVICE**

The mobile telephony Service and the related additional Services provided by Proximus. The Service is contractually independent of the mobile communication device that enables calls to be made and received.

**TELEPHONE DIRECTORY (THE GUIDE) / DIRECTORY ASSISTANCE DATABASE:**

A database containing the data of telephony service subscribers, which is made available to the public in the form of a Guide or via Directory Assistance.

A database containing the data of the Customers of the telephony service which is made available to a universal directory assistance service and the universal telephone directory (paper and electronic form).

**CUSTOMER:**

A natural or legal person, or a de facto association identified in the Contract as the holder of a SIM card representing that person's subscription to the Service.

**SIM CARD (micro):**

A card containing a microprocessor which is inserted into an approved mobile communication device in order to access the Service. This card makes it possible to identify the Customer over the Mobile Network, regardless of the mobile communication device used, and allows the Customer to make and receive calls. It represents the Customer's subscription to the Service and remains the exclusive property of Proximus.

**CONSUMER CUSTOMER:**

Any natural or legal person who uses the mobile Service exclusively for non-professional purposes.

**PROFESSIONAL CUSTOMER:**

Any natural or legal person who uses the mobile Service for purposes which are not purely private.

**MOBILE NETWORK:**

The mobile telephony networks operated by Proximus.

**MyProximus:**

A personalized, secure access to a range of online applications provided by Proximus to the Customer via [www.Proximus.com](http://www.Proximus.com).

**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.

**ARTICLE 1: PROCEDURE FOR SUBSCRIBING TO PROXIMUS SERVICE**

**1.1 Customer's request**

The Customer submits his request to subscribe to the Service via Proximus or another sales channel.

**1.2 Customer's identification**

The Customer must provide the following documents and information:

- a) if the Customer is a natural person: the Customer must identify himself and provide proof of a fixed residence or domicile in the European Union based on official documents
- b) if the Customer is a legal person or a de facto association: a copy of the Articles of Association published in the Appendixes of the Belgian Official Gazette, and any amendments that may have been made thereto;
- c) if the person is a representative of a natural or legal person or of a de facto association: the person must provide proof of his identity and the power of attorney.

Proximus must be immediately informed in writing of any changes to the Customer's name or address, the registered office, or the name or legal form of the legal person. The Customer is solely responsible for the information he provides to Proximus.

**1.3 Grounds for rejection**

Proximus may reject the subscription request or refuse access to foreign networks or to certain additional services and options, such as call forwarding, on any of the following grounds:

- the Customer refuses to comply with the conditions stipulated in Article 1.2 of these General Terms and Conditions;
- the Customer has failed to honor the obligations incumbent upon him under another contract concluded with Proximus;
- in case of proven fraud or serious doubt regarding the Customer's solvency;
- the Customer provides a false or erroneous identity;
- the person who submits the request refuses to comply with Proximus' first request to pay a down payment or provide proof of the existence of an unconditional bank guarantee.

**1.4 Advance or bank guarantee**

Proximus reserves the right to demand advance payment from consumer and professional customers or an unconditional bank guarantee from professional customers, when the connection request is submitted and during the implementation of the Contract, in the following cases:

- in case of fraud
  - if the Customer has unpaid and due debts towards Proximus;
  - if Proximus notes that the Customer makes abnormal use of his access to the Mobile Network, i.e. in a way that deviates from his normal usage (e.g. an abnormally high number of units used) or which deviates from the usage that another Customer would have made in a similar situation;
  - in case of doubts concerning the Customer's identity;
- The advance due in case of fraud, unpaid, due debts and in case of doubts concerning the Customer's identity, is up to six times the Customer's average invoice, the amount being calculated on the basis of the invoices of the latest 12 months.

The advance due in case of abnormal use is equivalent to the price of the consumed service

If the advance or bank guarantee is not paid within the deadline imposed, Proximus may refuse the connection request, suspend the Service or terminate the Contract without the Customer being entitled to claim any compensation whatsoever.

There is no interest on this advance or bank guarantee. The advance will be used in its entirety for the payment of the first bill(s) of the Customer. If this advance or bank guarantee is not fully used up after the first six bills, the Customer shall be entitled to demand that Proximus recover the excess amount of the advance or bank guarantee paid Advance or bank guarantee

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- in case of fraud
- if the Customer has unpaid and due debts towards Proximus;
- if Proximus notes that the Customer makes abnormal use of his access to the Mobile Network, i.e. in a way that deviates from his normal usage

(e.g. an abnormally high number of units used) or which deviates from the usage that another Customer would have made in a similar situation;

- in case of doubts concerning the Customer's identity;
- if the Customer provides a foreign billing address, fixed residence or domicile.

The advance due in case of fraud, unpaid, due debts and in case of doubts concerning the Customer's identity, is up to six times the Customer's average bill, the amount being calculated on the basis of the bills of the latest 12 months. The advance due in case of abnormal use is equivalent to the price of the consumed service.

If the advance or bank guarantee is not paid within the deadline imposed, Proximus may refuse the connection request, suspend the Service or terminate the Contract without the Customer being entitled to claim any compensation whatsoever.

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**1.5 Effective date and Contract duration**

Unless otherwise agreed, the Contract is validly concluded as soon as mutual consent is given and it enters into effect on the date that Proximus activates the SIM card on the Mobile Network.

Unless the Contract signed by the Customer or the confirmation letter provides for a fixed-term contract, the Contract is concluded for an indefinite term.

The replacement of an open-ended Contract or a fixed-term Contract concluded with a consumer Customer by a new fixed term contract is only possible if the Customer has been notified of this possibility in advance, in writing, and has given his express written approval. If the Customer does not accept the renewal of his fixed-term contract, it will be automatically converted into an open-ended contract. The Customer will have the possibility to terminate it in accordance with Article 12.

If the Contract is concluded with a professional (non-consumer) Customer, except in the cases non-authorized by law, it will be automatically renewed for successive periods of the same duration as the initial Contract, except if the Customer terminates his Contract at the end of the contractual period underway, in accordance with the terms of Article 12.

**1.6 Changes to the terms and conditions of the Contract or scrapping of a rate plan**

Proximus shall inform the Customer in writing if a rate plan is to be scrapped and shall inform him of the final date on which he can opt for another rate plan.

Proximus shall inform its Customers, by any appropriate means, of any changes to these General Terms and Conditions and of any rate increases. Except where Proximus is granted an exemption by the BIPT (the Belgian Institute for Postal Services and Telecommunications), this information shall be provided at least one month before the changes enter into effect. If, following a change to these General Terms and Conditions, the Customer does not accept the new conditions imposed by the change, he may terminate the Contract, without having to pay a penalty, by sending a letter addressed to Proximus by no later than the last day of the month following the date on which the change entered into effect.

In case of a rate increase or price indexation, the Customer has the right to terminate the Contract without having to pay a penalty, provided that he does so no later than the last day of the month following the receipt of the first bill issued after the changes entered into effect.

Proximus may review and adapt its prices once a year, during the month of January, according to the consumer price index.

**ARTICLE 2: RIGHTS AND OBLIGATIONS OF PROXIMUS**

**2.1 Mobile Telephony Service**

2.1.1. Proximus only has an obligation as to means, and shall take all the necessary measures to ensure the proper functioning of the Service.

Proximus alone shall determine which technical means are necessary to provide access to this Service under the most favorable conditions, without having to extend the Network or increase capacity.

Mobile telephony is a form of wireless communication and works via the propagation of radio signals. Since these signals can be disturbed by an external source or obstacles such as buildings, vegetation or the terrain, perfect transmission cannot be guaranteed everywhere, at all times. The quality of the Service also depends on the quality of the terminal used by the Customer.

2.1.2.

2.1.2.1. At the latest when the Contract is concluded, Proximus shall provide the Customer with as much information as possible with regard to the capacities of the Service, the rates applied, the available options, and the use of the SIM card in Belgium and abroad. The estimated maximum upload and download speeds of the mobile broadband connection, the advertised upload and download speeds of the mobile broadband connection (where available), and the mobile download volume can be found on the website.

2.1.2.2. Outside Belgium, depending on the country, it is possible for the SIM card to be programmed to select only preferred networks. However, the Customer can manually select the network on which he wants to send and receive his calls or access the Internet, provided that Proximus has concluded a roaming agreement with that other network.

2.1.2.3. The Customer has the possibility to opt for separate roaming services provided by suppliers of alternative roaming services, according to the conditions stipulated on the website [www.proximus.be\roaming]. This option to switch to an alternative provider of roaming services or to switch from an alternative provider of roaming services to another provider is free of charge and can take place at any time.

Proximus cannot grant the customer's request to switch to an alternative provider of roaming services in the following cases

- if the customer's SIM card is out-of-service;
- if an opt-out has been requested for the customer's SIM card. An opt-out means that the SIM card holder specifically asked Proximus that the card cannot be used for the provision of alternative roaming services.

Proximus can under no circumstances be held liable for the provision of the roaming service offered by the alternative service provider, nor for any possible problem related to the provision of this service.

2.1.3. Every SIM card has an associated PIN code (personal identification number) and PUK code (personal unblocking key). These codes are allocated by Proximus and communicated to the Customer when the SIM card is provided to him. The instructions on how to use them depend on technological developments and are explained in the user manual of the mobile communication device.

The SIM card's configuration can be changed at any time by Proximus.

2.1.4. Proximus offers a Customer Service to ensure that the Customer's needs are met insofar as possible.

This Customer Service handles Customer questions and complaints relating to any malfunctions of the Service. The Customer can also use this service in case of the loss, theft or failure of his SIM card.

The Customer is informed of, accepts and gives his consent for calls originating from or made to Proximus Customer Service to be recorded in order to serve as proof in case of a contested commercial transaction.

Calls to or from the Customer Service may also be listened in on or recorded for quality control purposes.

2.1.5. Insofar as the mobile communication device permits it, the Customer can instruct that call restrictions be applied to his device, making certain types of call impossible. 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 to provide adult content, international premium rate numbers and numbers that are not used in compliance with the international E164 telephone numbering plan.

**2.2. Access to the SMS and voice Service, availability and fault clearance**

2.2.1. Proximus shall activate the SIM card within two working days (excluding Saturday), except in the following cases (i) mutual consent with the customer, (ii) late delivery by third parties, (iii) in application of the grounds for rejection mentioned in Article 1.3, (iv) in case of a portability, as specified in Article 9, (v) complex and/or multiple activations, (vi) failure to act on the part of the Customer, (vii) force majeure. This period starts from the moment that the Customer is in possession of the SIM card and remains valid so long as the validity period of the SIM card has not expired. If Proximus is unable to respect this obligation - unless the delay is attributable to the Customer, another operator or in case of force majeure - it shall offer the Customer affected by the delay, who explicitly requests it, compensation limited to that specified in the Price List, for each calendar day of delay. The Customer will have 10 working days to claim said compensation.

2.2.2. Proximus shall take all the necessary measures to clear any faults attributable to it as soon as possible.

**2.3 Telephone number**

Proximus must allocate one number per subscription, except if the Customer ports his number to Proximus from another operator.

Another telephone number may be allocated to the Customer on the latter's request.

Proximus will examine this request based on the technical possibilities. Proximus can bill the Customer for charges related to the changing of a telephone number.

If the Customer's telephone number must be changed due to Service-related reasons, the Customer must be notified of this at least two months in advance.

**2.4 Change to and suspension of the Service**

Proximus may change the technical features of its Service if the operational or organizational conditions of the Service require it. Moreover, with regard to the data services, Proximus formally reserves the right to change the access numbers of its Network access points, and to change the login procedure.

Barring cases of force majeure or where practical or technical reasons make it impossible, Proximus will inform the Customer at least 12 months before any change is made that entails the replacement of or changes to the mobile communication device. The Customer will not be able to claim any compensation whatsoever following such a replacement or change.

If, due to special operating requirements, the remaining Service must be limited or scrapped, Proximus shall notify all the Customers concerned, by any appropriate means. At any rate, these Customers will have the possibility to terminate the Contract in accordance with the procedures relating to the termination of an open-ended Contract (see Article 12.2 § 2 of these General Terms and Conditions).

Proximus reserves the right to take all appropriate measures in order to respond to an incident regarding network security or to face up to threats and to vulnerable situations. These measures may, in certain cases, consist in a temporary modification of the terms of service

**2.5 Protection of personal data**

2.5.1. 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;
- the provision of reporting services to third parties based on anonymized data.

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.

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

2.5.2.1. Generalities

2.5.2.1.1. The data protection related concepts used in this article 2.5 shall have the meaning given to them in the Data Protection Legislation.

2.5.2.1.2. 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").

2.5.2.1.3. 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).

2.5.2.1.4. 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 2.5.2.2 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).

2.5.2.2. 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 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;
- the provision of reporting services to third parties based on anonymized data.

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 2.5.2.2

2.5.2.3. Proximus acting as data processor

2.5.2.3.1. 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.

2.5.2.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 2.5 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 2.5 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.

2.5.2.3.3. 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.

2.5.2.3.4. 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.

2.5.2.3.5. 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.

2.5.2.3.6. 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.

2.5.2.3.7. 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.

2.5.2.3.8 At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 2.5.2.3 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.

2.5.2.3.9. 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 2.5.2.3 are imposed on that other processor by way of a written contract.

2.5.2.3.10. 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.

2.5.2.3.11. 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.

2.5.2.3.12. If any request of the Customer under this article 2.5.2.3 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.

2.5.2.3.13. 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.

**2.6. Malicious calls, calling restrictions and CLIP/CLIR**

2.6.1 A Customer receiving malicious calls may ask Proximus to identify the number from which the calls originated. If identification is technically possible, Proximus will ask the holder of the number to stop making such calls.

2.6.2 Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the request of the Ombudsman's Service, Proximus will provide the latter with the identity and address of the originator of the malicious calls, if Proximus possesses the necessary data.

2.6.3. CLIP: the caller's line identification is displayed on the screen of the mobile telecommunication device.

CLIR: restriction of the caller's line identification.

Where the technical requirements allow it and provided that the Customer's mobile communication device supports this functionality, the Customer receiving the call will see the caller's telephone number appear on the screen of his device (CLIP), on condition that the caller has not restricted this feature (CLIR). If the call originates from another Network, the caller's number is only displayed if operators of the other networks concerned authorize the transmission of said number.

The Customer can refuse to have his telephone number displayed (CLIR) when concluding the Contract or at any time thereafter by contacting Proximus Customer Service (this means that the Customer can switch from having his telephone number permanently displayed to having it permanently restricted (CLIR) and vice versa, free of charge and at any time). The CLIR function does not work with SMS or MMS messages.

When a call is forwarded or transferred, the last person called (i.e. the person to whom the call was forwarded) will see the telephone number of the initial caller appear on the screen of his mobile communication device.

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

**2.7. Telephone directories and directory assistance**

2.7.1. In accordance with the applicable rules, Proximus shall provide directory publishers and suppliers of directory assistance services with the following Customer data:

- the name and initial of the first name(s) (or the full first name if the Customer has expressed his wish to have it mentioned);
- the full address;
- the telephone number allocated by Proximus.

This data will not be communicated if the Customer has an unlisted number or if he indicates, via [www.1307.be](http://www.1307.be), Mentions Légales, that he does not want to be included in the directories and/or directory assistance services.

2.7.2. When subscribing to the Contract, the Customer can choose whether or not to be listed in the directories and/or directory assistance services. If the Customer does not fill in the fields in the Contract for a listing in the directories and the directory assistance services, it will be assumed that he wants his number to be unlisted.

The Customer can also indicate at any time via [www.1307.be](http://www.1307.be), Mentions Légales, that he does not want to be included in the directories and/or directory assistance services.

Customers who do not want their name and address details to be found on the basis of their telephone number can easily indicate this via [www.1307.be](http://www.1307.be), Mentions Légales.

2.7.3. The "Mailbox 1307" service allows the caller to leave a message on the Customer's voicemail via 1307 directory assistance, without the Customer's mobile number being disclosed. To offer this service, the Customer's personal data (such as his name, address and mobile number) are included in 1307 Directory Assistance. If the Customer does not want to receive messages via the "Mailbox 1307" service, he can indicate this by calling the toll-free number 0800 93 742.

2.7.4. Against payment, Proximus can make the details that the Customer wants listed in the directories and/or directory assistance available to third parties, unless the Customer has an unlisted number or if he has opposed this on the website [www.1307.be](http://www.1307.be), Mentions Légales.

2.7.5. The Universal Telephone Directory (on paper and on [www.1307.be](http://www.1307.be)) and 1307 Directory Assistance allow the Customer to:

- 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 company on the basis of the professional activity.

Customer

2.7.6. Payable entries in the Universal Telephone Directory (on paper and on [www.1307.be](http://www.1307.be)) and 1307 Directory Assistance.

Against payment, the Customer may opt for one or more payable entries, e.g. additional listings, informative data such as the professional activity, etc. For more information on the different possibilities, consult [www.1307.be/ads](http://www.1307.be/ads).

2.7.7. The Customer is responsible for the accuracy of the data that he communicates to Proximus.

2.7.8. All changes to a Customer's identification or connection details shall be introduced as quickly as possible into the database of the 1307 Universal Directory Assistance Service and the Universal Telephone Directory (paper and electronic form).

2.7.9. The 1307 Universal Directory Assistance Service and the Universal Telephone Directory (paper and electronic form) are made available in accordance with the applicable rules.

**ARTICLE 3: RIGHTS AND OBLIGATIONS OF THE CUSTOMER**

3.1 The Customer shall take all reasonable precautions to keep his PIN and PUK codes secret, and any other code sent to him that enables access to any service provided by Proximus. The Customer is responsible for any malevolent or abusive use resulting from the deliberate, fortuitous or accidental communication of the aforementioned codes and SIM card.

3.2. The Customer has sole liability vis-à-vis Proximus for the use of the Service. He is required to use the Service with due diligence and to respect what is prescribed by the provisions of the agreement.

3.3. The Customer is personally responsible for paying all sums due. Any payer other than the Customer does not acquire any rights whatsoever with regard to Proximus.

Customers who give away, lose, copy or lend their SIM card, whose SIM card is stolen, or who communicate their PIN and/or PUK codes or any other code sent to them for obtaining access to a Service provided by Proximus, shall remain liable for the subscription's use and the payment of the amounts due to Proximus within the limits specified in Article 9.

3.4. Only approved mobile communication devices in perfect working order may be connected to the Network. The Customer shall respect this provision each time he uses the device connected to the Network. Proximus reserves the right to take all necessary measures to protect its Network if it becomes apparent that the device used by the Customer is of dubious origin.

3.5. If it is established that a mobile communication device hinders the smooth functioning of the Network and/or the functions provided and/or if Proximus suspects that a device breaches a provision of the General Terms and Conditions of the Service, the Customer must, at Proximus request, present all his equipment for inspection. Proximus may, if it deems it appropriate, suspend the Service to this Customer.

In case of a Customer complaint about the functioning of the Service, Proximus will conduct an investigation to determine whether the malfunction is attributable to the Network infrastructure. If it is not, Proximus may ask the Customer to present his mobile communication device for inspection.

3.6.

3.6.1. The Customer may not use a mobile communication device on which is installed, by any means, any type of equipment which could lead to Network disruptions, affect the integrity of the Network or its proper functioning.

3.6.2. Unless otherwise agreed by Proximus on an exceptional basis, the Customer may not place the Service, in full or in part, directly or indirectly, at the disposal of third parties. He may not transfer it to third parties or permit its use by them to provide telecommunications services under his own name and for his own account.

3.6.3. The Service may not be used in such a way that: a) certain functions of the Network, or of a Mobile Network linked to the Network, can no longer be executed correctly (e.g. the transmission of the caller's ID (unless otherwise specified), the transmission of the IMEI number of the sending mobile phone, the interception and recording of communications by virtue of an order from a judiciary or administrative body, or the recording of calling and identification data), and/or in such a way that the Service is used to transmit calls which were routed to a place other than where the Customer is located in the framework of an activity that falls under Article 3.6 point 2 of these General Terms and Conditions and/or; b) in such a way as to no longer make it possible to identify or locate the caller following an emergency call, or in such a way as to avoid the interconnection rates charged by Proximus and/or; c) with a device whose use, according to Proximus, corresponds to prohibited use by virtue of points a) or b) above.

Unless otherwise proven, the provisions set out in Article 3.6. shall be deemed to have been breached by the Customer if the latter purchases an abnormally large quantity of SIM cards or if his usage (incoming and outgoing calls, SMS messages, voicemail, type of calls) deviates from the average usage of another Proximus mobile telephony Customer in comparable circumstances.

Proximus may provide proof of the above-mentioned prohibited uses, by any means, including data and overviews from its own systems or systems provided by third parties or by the other telecom operators through which the communication took place.

The Customer and Proximus shall consider these overviews and data as valid, unless proof to the contrary is furnished.

3.7. The Customer shall not make any attempts to copy the technical identification data contained on his SIM card and, in general, shall refrain from making any abusive or fraudulent use of his SIM card.

3.8. The Customer shall not use the mobile Network or any Service provided by Proximus in a way that breaches public order and decency.

3.9. In the framework of the Proximus Service, the Customer shall comply with the applicable laws, the intellectual property rights, and other third-party rights.

3.10. All costs borne by Proximus and all payments in general made by Proximus (e.g. damages and interest to third parties, repair costs, etc.) as a result of a breach of this article by the Customer, shall be borne by the Customer, without prejudice to all other rights or forms of recourse of Proximus.

3.11. The rate plans offering an "unlimited" volume are based on normal usage of the Service within the framework of a limited offer. In the event of an exceptional increase in the Customer's use of the Service, Proximus reserves the right to limit the Service or suspend and/or terminate the Contract if the monthly usage of the Service is regularly 10 times (or more) greater than the average usage of all users of the unlimited offer, or in case of abnormal use of the Service, e.g. if the phone is used as a baby monitoring phone, the Service is used for call center or SIM box purposes, or the Service is made available to third parties.

3.12. The Customer commits to make a fair use of the roaming services, within the meaning of the European regulation.

Should Proximus observe any abusive or anomalous use of the voice, data, SMS, MMS roaming services during a period of four subsequent months, Proximus reserves the right to alert the Customer by all appropriate means (SMS, email, mailing, call etc.). In such a case, the Customer has two weeks to change his usage pattern and to demonstrate an actual domestic presence or consumption. Otherwise, Proximus shall have the right to apply to the Customer the surcharge in force pursuant to the European regulation as from the day after the alert date until Customer's usage no longer indicates a risk of abusive or anomalous use of the roaming services, on the basis of a four subsequent months observation period.

By "abusive or anomalous use of roaming services" is meant under the European regulation:

- A presence and service consumption which prevail in the other Member States in comparison with the domestic presence and service consumption in Belgium or
- A long inactivity of a given SIM card associated with use mostly, if not exclusively, while roaming or
- A subscription and sequential use of multiple SIM cards by the same Customer while roaming.

Furthermore, in case of organised resale of SIM cards to persons who, within the meaning of the European regulation, neither formally reside in nor have stable links with Belgium, Proximus reserves the right to apply immediately any necessary measure for the respect of the agreement, including its suspension and/or termination, without prejudice to Proximus' right to claim damages.

## ARTICLE 4: PROVISIONS RELATING TO THE USE OF THE INTERNET ACCESS

4.1. Access to the mobile Internet services requires the use of a compatible modem, whether integrated or not, which is designed to accept the data on the micro SIM card which the user is provided with when subscribing or which is sent through the post.

To use the Service on certain mobile communication devices, the user needs to download connection software via said modem. Before any installation is carried out, the Customer must ensure that his mobile communication device is compatible with said software.

4.2. The Customer hereby acknowledges that the software shall remain the property of Proximus or of any third parties who hold the intellectual property rights to the software, even if the modem is sold to the Customer. This means that the Customer shall have only one user's license to the software, which shall be valid throughout the period that the software is protected by intellectual property rights. The Customer shall neither copy the Software, except insofar as it relates to a backup copy, nor change the Software. He shall comply with the specific licensing conditions that will be communicated to him when the Software is installed or downloaded. Customers who decide to use this software shall be deemed to have accepted the specific license conditions relating thereto.

4.3. The Customer may, at any time, sign up for and/or subscribe to the services made available to him via an Internet access connection. The Customer using the Service to access the Internet hereby also declares that he has knowledge of how the services function, of the Internet and of the rules governing Internet use, and that he accepts them.

Access to the products and services offered via an Internet access connection can depend on the technical functions of the mobile communication device.

The Customer is solely responsible for defining the parameters of his mobile communication device. Proximus hereby reminds the Customer that the parameters defined by the manufacturers may allow the mobile communication device to connect automatically to the Internet.

4.4. Proximus reserves the right to change or scrap certain interactive services at any time and to offer new ones.

4.5. The Customer may only use the Internet access for private purposes. Use for commercial purposes is prohibited. In particular, the Customer shall not allow third parties to access the services offered via the Internet access connection unless they pay for it, financially or otherwise.

4.6. The Customer shall not make abusive, fraudulent or excessive use of the Internet access, notably by deliberately or involuntarily congesting Proximus' mail servers and/or the data recipient servers (through spamming, junk e-mails, etc.) or by sending messages generating a large number of replies which can disrupt the availability of the servers or the Mobile Network. Proximus reserves the right to block the receipt of e-mails by its servers which are not protected against "open relay", i.e. servers which send e-mails which are not intended for Proximus and, at the same time, which enable massive quantities of unsolicited e-mails to be sent.

4.7. Data likely to be protected by intellectual property rights or in breach of the legal provisions in force may be accessible via an Internet connection. Subject to the express approval of Proximus or a third party, the Customer shall not store, copy, download or send any data that is prohibited, illicit, illegal, contrary to public decency or public order, or which infringes or is likely to infringe the rights of third parties, notably intellectual property rights.

4.8. When connected to the Internet, the Customer is responsible for taking all appropriate measures to protect his own data and/or software, notably against contamination by any viruses circulating on the Internet or against the intrusion by a third party into the system of his mobile communication device. The Customer also acknowledges having been fully informed of the Internet's lack of reliability, particularly in terms of lack of security relating to data transmission and non-guarantee of performance as regards data volume and transmission speed. The Customer acknowledges having been informed of the fact that the integrity, authentication and confidentiality of information, files and data of any kind which he wishes to exchange over the Internet cannot be guaranteed on this network. The Customer therefore assumes full responsibility for any breach of confidentiality of the data transmitted via the Internet access.

4.9. Given that the content, products and services are provided by third parties via the Internet, the Customer should address any claims relating to the performance of said services or the sale of said content and products to the third parties who have marketed them. The Customer can obtain the details of the third parties whose content is accessible by surfing to Proximus' website, [www.Proximus.com](http://www.Proximus.com).

4.10. Proximus shall not be liable for:

- the content, accuracy and/or integrity of the information and data transmitted using the Internet access;
- damages, damage, errors or omissions, interruptions, faults, theft, loss or destruction of data, which can occur while the Customer or a third party accesses the Internet, except in the case of willful deception or serious misconduct on the part of Proximus;
- in case of delayed response times, non-accessibility and/or complete or partial failure of the Internet access or the access to the services provided via the Internet;

- in case changes are made to the service offering on the Internet by publishers, producers and content distributors, or are imposed through legal or regulatory provisions;
- infringements or fraud committed by the Customer, or any third party, through the intermediary of the Internet access.

4.11. Given the secrecy that private correspondence must be entitled to, Proximus does not make any checks on the content or characteristics of the data transmitted or received by the Customer on the Mobile Network and/or the Internet network. However:

- Proximus reserves the right to process communication data relating to the Internet access in accordance with Article 2.5 of these General Terms and Conditions;
- to ensure sound management of the Internet network, Proximus reserves the right to delete any messages or prevent any operation performed by the Customer which is likely to disrupt the proper functioning of the Mobile Network, the Internet network, or which does not respect the normal rules of use. The Customer acknowledges having been informed of the fact that if Proximus is alerted by a third party or the judicial authorities, by any means whatsoever, of the unlawful nature of content transmitted via the Mobile Network, Proximus will pass on said content to the authorities in charge of upholding the law. After receiving a complaint containing sufficient probative elements, Proximus also reserves the right to immediately suspend or interrupt access to the Internet to any Customer who sends or transmits litigious content. In that case, Proximus does not have to give prior notice or pay any compensation.

4.12. Given that Proximus does not exercise any control over the content, parents should monitor their underage children's use of the Service when the latter access the Internet.

4.13. Proximus reserves the right to temporarily suspend complete or partial access to the Internet in case of force majeure or when carrying out maintenance of the access to, or operation of, these services, without having to give prior notice or pay compensation. Where possible, Proximus will inform the Customer of this suspension a reasonable period of time in advance, by any means deemed appropriate, and will take the necessary steps to make this Service suspension as brief as possible.

4.15.. Proximus will, at its as the case may be, either reduce the mobile data surfing speed when the mobile data volume included in the rate plan has been used in Belgium or cut off the mobile data connection as soon as possible when the mobile data usage in Belgium exceeds the rate plan by EUR 60 (incl. VAT) or another available threshold communicated in advance by Proximus. When the Customer has reached the surfing limit or exceeds the rate plan by the said threshold, the Customer will be informed accordingly by SMS. The Customer can remove, under its own responsibility, the concerned limitation by contacting the Customer Service or via self-servicing, if allowed.

4.16. As regards the use of the Service outside of Belgium, Proximus will cut off the mobile data connection as soon as amount of the mobile data monthly bill exceeds EUR 60 (incl. VAT). For Customers with a rate plan, the connection will only be cut off if mobile data usage exceeds the rate plan by EUR 60 (incl. VAT). Customers who do not wish to have a limitation are requested to contact the Customer Service. Customers are informed by SMS before they have reached the surfing limit or when they have exceeded this limit.

4.17. Proximus engages to use any technical means at its disposal to provide its Customers with access to the Service. However, Proximus does not give any guarantees, express or implicit, on the ability of the Service to meet the Customer's expectations or needs, or on the flawless or uninterrupted operation of the Service.

In the event of congestion of the mobile data network and in order to prevent network (super) saturation, Proximus can be obliged to slow down certain types of data streams. More information regarding the procedures applied by Proximus in order to avoid (super) saturation of its mobile network is available on our internet site.

## ARTICLE 5: BILLING

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

- the activation charges (if applicable);
- the subscription fee or the flat-rate amount;
- additional charges for options and/or services with a surcharge;
- the total charge for national calls;
- the itemized cost of communications and/or international calls (except SMS, MMS and services provided by third parties, etc.).
- the total charge for calls to mobile services;

- the total charge for calls to value-added services;
- the total charge for calls to so-called zonal rate (long-distance rate) numbers (078 15);
- the time periods to which the charges and billed calls relate;
- the due date for payment, notwithstanding the provisions of Article 7 of these General Terms and Conditions.

• toll-free calls, including those to emergency services, are not indicated on the bill.

On simple request, the Customer can obtain a more detailed version of the basic bill he has received free of charge. The Customer cannot, however, obtain an itemized bill for text or digital messages (images, symbols, etc.) sent from his mobile communication device.

Against payment, the Customer can receive a more detailed version of his bill.

The Customer can consult, free of charge, the details of his last bill and of calls yet to be billed in MyProximus.

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

Where applicable, the detailed cost for using the information service via SMS will be indicated on the bill either in the form of a fixed monthly amount, or in the number of SMS messages, or in the number of times a service was consulted.

This itemized bill is sent to the billing address specified by the Customer. The Customer must inform any co-users of the telephone line of the fact that the bill for the calls is itemized. The Customer can consult, free of charge, the details of his last bill and calls for which he has not yet been billed on Proximus website (<http://www.Proximus.com>).

5.2. Unless otherwise agreed, the bill is sent every month and/or every two months for Customers of the Service marketed under the Proximus brand. The first bill following activation of the Service may be sent between two normal billing dates.

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

Only one copy of the bill is drawn up and sent to the Customer or the third-party payer designated by the Customer, in accordance with the billing schedule (billing intervals) set by Proximus.

5.3. For a charge, the Customer may ask to receive an interim bill. Proximus may send an interim bill or request an advance on the next bill at any time.

5.4. In the event of proven fraud or serious doubts about the Customer's solvency, Proximus reserves the right to demand the Customer, at any time, to pay an advance or 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' demand, the latter reserves the right to completely suspend the Service to the Customer without prejudice to Article 12.1 of these General Terms and Conditions.

5.5. In his relationship with Proximus, the Customer acknowledges the validity and probative force of the bills and any other documents used to establish them.

## ARTICLE 6: DISPUTED BILLS

6.1 The Customer must indicate the item concerned and the amount disputed in any complaint filed.

The obligation to pay the disputed sum will then be suspended, regardless of whether the complaint was filed with the Customer Service or with the Telecommunications Ombudsman's Service. The lodging of a complaint does not exempt the Customer from his obligations to pay the uncontested amount. If the Customer disputes a bill, he can obtain an itemized bill on request, free of charge.

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.

6.2. 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 claim 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.

6.3. To be admissible, any complaint about amounts billed must be lodged with Proximus within 30 days of the billing date, without prejudice to any other means of recourse. Beyond that period, the Customer shall accept the bill in respect of the items billed and the billing amount.

**ARTICLE 7: TERMS OF PAYMENT**

7.1. The sums billed by Proximus are payable within the due date mentioned on the bill. Payment is made by bank transfer to the account number specified by Proximus with an indication of the references included in the bill. Proximus is under no obligation to accept cash payments.

The designation of a third-party payer shall not exempt the Customer from the obligation to pay if that third party fails to do so. No rights to the Service accrue to the third-party payer. 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 they are sent.

7.2. If a Customer makes a partial payment and this payment does not correspond in full to the amount outstanding for the use of the Proximus Service or the M-commerce documents, Proximus reserves the right to attribute this payment at random to the amounts still due.

7.3. If a bill is not paid by the due date, Proximus shall send a reminder by any appropriate means (post, e-mail, SMS, etc.) to the defaulting Customer or to the third-party payer designated by the Customer.

Reminders incur fixed administrative fees.

The expiry of the due date for payment indicated in the reminder will serve as official notice to the Customer. The calculated interest on arrears is due per day of late payment on the total uncontested amount of the bill in case the bill is not paid by the due date.

7.4. 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 charged a fixed administrative charge per copy.

7.5. The expiry of the due date for payment indicated in the reminder will serve as official notice to the Customer. Interests on arrears calculated at the legal interest rate are due per day of delay in paying the total non-contested amount of the bill, in case the bill has not been paid at the end of the term.

If a line is reactivated following a Service suspension carried out in accordance with Article 12, Proximus reserves the right to also bill for line reactivation charges.

7.6. If Proximus entrusts the recovery of the debt to a third party, the Customer will be billed for this. By the same token, if the Customer, a person using his subscription exclusively for non-professional purposes, has a debt claim against Proximus, the Customer shall be entitled to the same amount should Proximus remain in default of reimbursement following the Customer's request for reimbursement.

7.7. Where Proximus offers a "cash collecting" service, (i.e. a service which allows the Customer to pay via his Proximus bill for products/services distributed by third parties, notably via numbers with a surcharge, such as 0900, etc.), the purchase or service Contract is directly concluded between the Customer and the third party. Proximus role is limited to collecting payment in the name and on behalf of these third parties or any other body designated by said third parties. Proximus is not responsible for the proper execution of the purchase or service Contract as such. In case of a complaint, the Customer must directly address the third party concerned. The amount related to this purchase or service (VAT included) will appear separately on the Proximus bill in the form of a statement, which is not valid as a bill in the fiscal sense. If the Customer wants a bill for this purchase or service, he must contact the third-party seller in advance.

**ARTICLE 8: PROXIMUS LIABILITY**

8.1. Generally speaking, Proximus shall be held liable only in the event of criminal deception or serious misconduct (namely an infringement of major contractual obligations) on its part or on the part of one of its employees.

Moreover, the Customer recognizes and accepts that Proximus cannot be held liable for any immaterial damage, or for damage such as loss of income, loss of profits, business interruption, or loss of or damage to data. Without prejudice to the mandatory legal provisions, in all cases where Proximus may be found liable, such liability shall be limited to €650,000.

8.2. Proximus is not liable in the event that the Proximus Service is improperly used, the mobile communication device and/or its accessories malfunction or the SIM card fails to work in a non-approved terminal.

8.3. Proximus is not liable for damage resulting from the content of calls and messages. Nor can it be held liable for third-party services provided via the Service or the billing thereof.

8.4. Proximus is not liable for any damage resulting from the intervention of a third party.

8.5. Proximus is not liable for damage as a result of the Customer activating/deactivating certain services/options, such as the deactivation of the PIN code.

8.6. Proximus declines all liability for any damage whatsoever that might result from the Customer's decision to deactivate the PIN code.

8.7. The Customer is aware of the possible risks inherent to using a mobile communication device, more particularly the dangers that can result from using the mobile communication device while driving a vehicle.

Proximus is not liable for any damage resulting from an accident caused by the use of a mobile communication device.

The Customer is aware of the potential disruptions that a mobile communication device can cause to certain sensitive equipment such as medical apparatus, airplanes, etc. It is therefore essential that the instructions issued by the people in charge of such equipment be strictly observed.

Proximus is not liable for any damage that may result from a failure to comply with such instructions.

**ARTICLE 9: THE CUSTOMER'S LIABILITY**

9.1. The Customer is liable vis-à-vis Proximus for any damage, material or otherwise, resulting from his improper use of Proximus networks and/or mobile telephony services, and shall reimburse Proximus for any damage incurred in this regard.

9.2. The Customer is liable for any damage in general caused to Proximus or a third party resulting from the use of the SIM card, by any person and on any mobile communication device whatsoever, even in case of loss or theft.

In case of loss or theft, the Customer shall continue to be liable for the payments due under the agreement, unless he informs Proximus of the loss or theft immediately by telephone and, at the same time, asks Proximus to deactivate his line. In that case, the Customer will be exempt from having to pay for any use made of the SIM card after the above-mentioned notification and instructions.

The Customer's statement must be confirmed immediately by registered letter, addressed to Proximus.

Putting the line out of service in these circumstances does not result in the termination of the Contract between Proximus and the Customer: any payment other than that relating to the amount of the calls made after the above-mentioned notification, shall remain due. The line will be reactivated as soon as the Customer requests this.

**ARTICLE 10: NUMBER PORTABILITY**

The Customer can ask for his number to be ported to another operator. A Customer wanting his number to be ported to another operator must contact that operator for this. On the Customer's behalf, the new operator will take the necessary steps with Proximus to have the number ported and to put an end to the contractual relationship between the Customer and Proximus. Since the porting of a number to another operator results in the termination of the Contract by the Customer, the terms set out in Article 12 shall apply.

Only numbers which have not been deactivated may be ported. The services from which a Customer benefited while with Proximus will not be transferred. Likewise, Proximus cannot guarantee that it can offer Customers who port their numbers to Proximus the services they enjoyed with their previous operator. During the porting operation, the Customer will be temporarily inaccessible.

Proximus will, however, refuse number portability:

- if the operator to whom the Customer wishes to port his number does not comply with the legal procedure that applies to number portability;
- in case of suspected or proven fraud by the Customer or a third party.

Proximus will take all reasonable steps to ensure that the number is ported successfully. For technical reasons or following the intervention of a third party during the porting, the number porting facility may be unavailable or faults may occur during the porting of the number.

Proximus is not liable for any damage resulting from the erroneous porting of one or more numbers, unavailability for technical reasons, or faults occurring when the number is ported.



**ARTICLE 11: TRANSFER OF THE AGREEMENT**

The Customer may only transfer his rights and obligations under the agreement on condition that he complies with the formalities required by Proximus, the latter gives its consent and the Customer accepts the financial terms that apply to such a transfer. Proximus has the right to transfer all or some of its rights and obligations under the agreement to a third party, without the Customer's consent.

**ARTICLE 12: SUSPENSION AND TERMINATION**

A suspension or termination of the Service also applies to any optional services linked to the Service.

12.1. Suspension and termination by Proximus

12.1.1. If a Customer does not meet his obligations under this Contract or another Contract, Proximus may suspend all or part of the Service.

12.1.2. Proximus may suspend all or part of the Customer's Service, indicated on the same bill, if the Customer fails to meet his obligations under these General Terms and Conditions, and fails to remedy the situation within 10 working days of official notice being sent. The Service may be suspended in full with immediate effect if the Customer disrupts traffic on the public telephone Network.

In case of an exceptional surge in the Customer's usage, Proximus may suspend or terminate all or part of the Service after having notified or attempted to notify the Customer in advance.

The suspension takes place without the Customer being entitled to claim any form of compensation.

12.1.3. The restriction or full suspension of the Service(s) will end when the Customer complies with his obligations. If the Customer wishes to reactivate the normal Service, he will be billed a one-time charge.

12.1.4. The Customer will continue to be liable for the payment of the basic fees and any additional fees throughout the duration of the full suspension of the Service. As from 1/10/2012, for fixed-term Contracts, the payment of these fees is limited to the first six months.

12.1.5. If the Customer has not settled his debts within the period fixed in the official reminder, Proximus may terminate the Contract ipso jure.

In these cases, the Customer will be liable for payment of the termination penalty imposed under Article 12 of these General Terms and Conditions.

12.1. The Contract shall be avoided ipso jure and without notice in the event of cessation of business, bankruptcy of the Customer, collective debt settlement or liquidation.

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

12.2. Suspension and termination by the Customer

12.2.1. Suspension

The Customer may, at any time, suspend his/her subscription for a fixed term. This suspension will not incur a reduction to the subscription fee and/or the fixed amount he/she is required to pay during the period in which the line is out of service.

12.2.2. Termination

12.2.2.1. The Customer can terminate his open-ended or fixed-term contract at any time in writing, without having to state the underlying reasons, notwithstanding the conditions laid down in the following subparagraph and in article 12.2.2.2. Proximus sends a written confirmation of the cancellation date, taking into account the technical specifications.

Compensation may be requested from the Customer (professional or consumer) who has subscribed to a joint offer implying that the Customer received, free of charge or at a lower price, a terminal equipment, the obtaining of which was linked to the subscription of one or more service(s) for a definite or indefinite period. This compensation will be equivalent to the remaining amount, according to the depreciation table, which is communicated to the customer at the time of the subscription of the contract, and which sets out the residual value of the terminal equipment for each month.

12.2.2.2. Penalties in case of premature termination of a fixed-term contract:

- As for business (non-consumer) Customers who terminate their contract prematurely, Proximus reserves the right to claim a compensation equivalent to the monthly fees that would have been due in case of execution of the Contract until the end of the current contract period. Moreover, Proximus reserves the right to claim an additional compensation from the business Customers (non-consumer Customers) equivalent to 50 % of the average monthly amount of the communications charged during the latest 3 months (invoices closed at the moment of cancellation), multiplied by the number of remaining months until the initial end date, as well as a fixed indemnity of € 50 per SIM card for the administrative costs due to the premature termination.

- However, by way of derogation from the foregoing subparagraph, for business Customers who have up to five numbers, Proximus reserves the right to demand a compensation equivalent to the total monthly subscription fees still due until the contract's first six months expiry date. This compensation is not subject to VAT.

- In the event of the Customer's death, the penalties for premature termination shall not be due, and the notice period will not have to be served if the rightful owners notify Proximus of the death by any written means, accompanied with a certificate.

**ARTICLE 13. COMPLAINTS AND DISPUTES**

13.1. Complaints submitted to Proximus

13.1.1. In case of problems relating to the implementation of the Contract, the Customer should contact Proximus Customer Service.

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

13.1.3. The Customer must contact the third-party vendor in case of problems relating to the implementation of the agreement under Article 7.7 above.

13.2. Complaints submitted to the Telecommunications Ombudsman Service

13.2.1. The Customer may contact the Telecommunications Ombudsman's Service (Boulevard du Roi Albert II 8 boîte 3, 1000 Brussels, at tel.: 02/223.09.09, fax: 02/219.86.59, [klachten@ombudsmantelecom.be](mailto:klachten@ombudsmantelecom.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 its field of competence, the Service does not receive instructions from any public authority.

The Customer has the choice between contacting the French-language or Dutch-language Ombudsman.

Complaints are only admissible if they are filed in writing. The Customer may nevertheless contact the Telecommunications 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 disputes relating to incidents that took place more than one year before a complaint is submitted.

The Ombudsman's Service will cease to investigate a complaint if it is brought to court.

Legal proceedings are always possible in accordance with Art. 13.3. of these General Terms and Conditions.

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

- a) to examine Customer complaints about Proximus activities;
- b) to mediate in order to achieve an amicable settlement of disputes between Proximus and its Customers;
- c) to issue a recommendation to Proximus if an amicable settlement cannot be reached. A copy of the recommendation is addressed to the complainant. Proximus then has 20 working days to justify its decision should it decide not to comply with this recommendation;
- d) 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 Network or Service users who have harassed this Customer, insofar as such details are available. The Telecommunications Ombudsman's Service will grant the request on the following conditions:
  - the facts would seem to be founded;
  - the request refers to exact dates and times.

13.2.3. In investigating a complaint brought before it, the Telecommunications Ombudsman's Service (Boulevard du Roi Albert II 8 boîte 3 , 1000 Brussels) 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.

#### 13.3. Competent courts

The Belgian lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or application of the Contract.

#### 13.4. Applicable law

The Contract between the Customer and Proximus is governed by Belgian law.

## Special Terms and conditions

### FullControl

The following Special Terms and Conditions apply to the FullControl service, besides the General Terms and Conditions of the Mobile Communication Service. In case of discrepancies between the Special Terms and Conditions of FullControl and the General Terms and Conditions of the Mobile Communication Service, the Special Terms and conditions of FullControl shall prevail.

#### ARTICLE 1. TOP-UP TO EXCEED THE MONTHLY BUNDLE

The customer can top-up credit, to exceed the monthly bundle.

The topped-up credit is valid during the validity-term of the SIM card. After its validity-term, the customer loses the credit that remained unused. The value of the SIM card cannot exceed € 250. Info on the available credit on #121#.

The top-up possibilities and the top-up modalities are indicated on [www.proximus.be](http://www.proximus.be). PROXIMUS is entitled to, at any time, stop offering certain top-up possibilities or modify the procedures of the different top-up possibilities unilaterally.

#### ARTICLE 2: WARRANTY

Should the FullControl SIM card prove to be defective, the customer can have it replaced at an independent commercial agent recognized by PROXIMUS. The customer will receive a new FullControl SIM card with the same number of units and the same validity period as the defective card. The Customer will keep his phone number. The card will be activated as quickly as possible. This warranty is limited to FullControl SIM cards with manufacturing or company defects.

#### ARTICLE 3:

Articles 4.15 and 4.16 of the General Terms and Conditions of the Mobile Communication Service are not applicable to the FullControl service.

### Epic, Mobilus XL Unlimited and Bizz Mobile XL unlimited

#### ARTICLE 1: GEBRUIK ROAMING

For mobile internet, the usage in the European Union could be the object of a fair use policy of Proximus, under the conditions defined in the applicable price plan and within the meaning of the European regulation.