

General

This document sets out the General Terms and Conditions governing access to the telephony service, excluding terminal equipment. This service is provided by Proximus public limited company of Belgian public law hereafter referred to as "Proximus", in accordance with the legal provisions on telecommunications, (*), as well as the provisions of the voice telephony service specifications to be complied with by all operators providing voice telephony services.

The order form, these general terms and conditions, the price list (available on www.proximus.be), the confirmation letter, and, where applicable, the specific terms and conditions, or, in case of professional customers, the Contractual Service Description, the Glossary, and the general terms and conditions for professional customers, constitute the full contract (or the Agreement) concluded between the Customer and Proximus. These documents can be obtained in all the Proximus services accessible to the public, or by calling the customer service. Unless otherwise stipulated, or otherwise requested by the Customer, the contract will be concluded orally and confirmed in writing.

Subject to the approval of the Belgian Institute for Postal Services and Telecommunications (BIPT/IBPT), Proximus reserves the right to alter these General Terms and Conditions, if, on receipt of a request, it believes that it would be unreasonable to provide access to the telephony service under the conditions set out in the General Terms and Conditions and the Price List.

(*) In accordance with the legal framework regarding the Universal Service, provision of the voice telephony service at lower rates for certain types of Customer.

Glossary

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

- **Customer:**

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

- **Consumer:**

Any natural or legal person who uses the telephony service exclusively for non-professional purposes.

- **Public telephone network:**

The public telecommunications infrastructure operated by Proximus for the provision of the telephony service, which ends at the termination point.

- **Local Service:**

All of the agencies from which information about the telephone service can be obtained and to which the Customer can go in order to obtain access to the telephony service or to settle any matters relating to the contract binding him to Proximus.

The Local Service consists, among other things, of:

- The Customer Service Center to which all correspondence may be sent;
- Customer service via the telephone;
- The Proximus points-of-sale, where customers will be seen by Proximus staff.

- **Ordinary subscription**

The subscription to a permanent connection to the telephony service.

- **Temporary subscription:**

The subscription to a non-permanent connection to the telephony service, i.e.

- in a permanent building for temporary events, such as congresses, exhibitions, sporting events, etc.;
- in a structure that can easily be moved, e.g. a shed on a building site or any other construction installed for temporary or short-term purposes.

- **Listed number:**

A telephone number that appears in telephone directories and/or directory assistance services.

- **Unlisted number:**

A telephone number that does not appear in the telephone directories and which is not communicated by the directory assistance services.

- **Registered request**

A request received by Proximus that includes all the information needed to establish a connection.

- **Termination point:**

The point at which an end user accesses the Proximus public telephone network.

- **Service disruption:**

Situation in which the Customer is unable to make or receive calls using his telephone line or in which calls on the line are of a poor quality and this has been reported by the Customer at the toll-free number given in the telephone directory and verbally confirmed by Proximus.

- **MyProximus:**

A personalized, secure access to a range of online applications provided by Proximus to the Customer via www.Proximus.be.

- **Universal Telephone Directory/ Directory Assistance (1307):**

A database containing data about telephony service Customers for the provision of a universal directory assistance service and the universal telephone directory (in paper and electronic form).

- **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.

Procedure for concluding the contract

Request for access

- Any person wishing to obtain access to the public telephone network and to the telephony service provided by Proximus must submit a request to the latter, preferably via the Local Service.

The Customer must provide the following documents and information:

- if the Customer is a natural person: the Customer must identify himself and provide proof of a fixed domicile or residence in the European Union based on official documents;
- 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; In addition, if the person is a representative of a natural or legal person or of a de facto association: 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.

- Proximus reserves the right to reject a request or the access to a foreign network or to certain services and options, for any of the following reasons:

- the Customer refuses to comply with the conditions stipulated in Article 1 of these General Terms and Conditions;
 - the person who makes the request does not comply with his obligations under another contract that binds him to 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 makes 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;
- The Customer may lodge an appeal against this decision by following the procedure laid down in Articles 72 et seq of these General Terms and Conditions.

Effective date and contract duration

- Unless otherwise agreed, the contract is concluded and takes effect on the day that Proximus accepts the registered request. The Customer will to that end receive a confirmation document containing at least his name and address, the connection address, the telephone number of this connection and the services that form the object of the contract. 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 if the Customer 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 the contract in accordance with Article 68. If the contract is concluded with a business (non-consumer) Customer, and except in the cases non-authorized by law, at the end of the initial term the contract will be automatically renewed for successive periods of the same duration as the initially concluded contract, except if the Customer terminates his contract at the end of the contractual period by serving in accordance with the terms of Article 68.

Amendments to the terms and conditions of the contract

4. Proximus shall notify the Customers concerned, individually, of any changes to the terms and conditions of the Contract or rate changes. The Customer will be notified at least one month before the changes come into effect.

5. If, in case of a change to the terms and conditions of the Contract, the Customer does not accept the new conditions, he may terminate his contract without charge, no later than the last day of the month after the changes take effect, without prejudice to article 68.2. In case of a rate changes, the Customer may terminate his contract no later than the last day of the month following the receipt of the first bill with the rate change. Termination can be done by any written means. Proximus may review and adapt its prices once a year, during the month of January, according to the consumer price index.

Proximus rights and obligations

Telephony Service

6. Proximus is required to implement the necessary resources 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.

7. The Proximus public 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 an increase in the prices, the Customers concerned must be informed thereof and may terminate the contract pursuant to Article 5.

8. Proximus offers the Customer a standard connection, i.e. a connection to an exchange in the telephone zone which is considered to be the most appropriate for the Customer from a technical point of view.

9. A non-standard connection consists of a connection made, at the Customer's request, to a telephone exchange other than that determined by Proximus but within the same telephone zone. Proximus will accede to the Customer's request insofar as this is technically feasible.

Any contact relating to a non-standard connection must be concluded in writing.

10. Through his connection, the Customer will be able to establish communications at any time to all other connections to Proximus' public telephone network, to all connections to other public telephone networks linked to Proximus' public telephone network, to all connections to a public mobile telecommunications service offered to those interconnected to Proximus' public telephone network, and to all services accessible via Proximus' public telephone network or any other service provider linked to it.

Where the equipment concerned makes it technically feasible, the Customer may prevent certain types of call from his connection. The activation of this restriction is payable, with the exception of the restriction of calls to national paying numbers, including national paying numbers used to provide adult content, international paying numbers and numbers that are not used in compliance with the international E164 telephone numbering plan.

Proximus offers carrier selection and carrier preselection features for individual calls, with the possibility of exceptions on a call-by-call basis.

Repair - maintenance

11. Proximus' public telecommunications infrastructure, including the termination point, is Proximus property. Proximus exercises all due diligence to ensure its protection, and Proximus alone is authorized to carry out any maintenance and repair work.

Deadlines

12. §1. Unless otherwise agreed with the Customer, Proximus will take all the necessary steps to establish standard connections within five working days. If this deadline cannot be met, Proximus will inform the Customer of the reasons for the delay and of the new deadline for meeting the request.

If Proximus does not establish:

- a standard connection within five working days, or on the date agreed with the Customer;

- a connection for ISDN 2, Proximus Twin and Proximus Duo lines on the date agreed with the Customer, the Customer will be entitled to compensation equivalent to the basic subscription charge for two months plus any supplementary subscription for the Smart Services, unless the delay can be attributed to the Customer, another operator or force majeure.

This paragraph does not apply to direct inward dialing bundles carrying incoming traffic, automatic transfer lines (lines interconnected so that calls which arrive at the main line are automatically routed to another interconnected line which is free to take the call), access to the telephony service via 2 Mbps (R2) digital lines and access to ISDN 30.

The time taken to activate a connection is calculated from the day on which Proximus accepts the registered request.

§2. Similarly, Proximus will make every effort to clear any faults before the end of the working day following that on which the service disruption is reported. For every calendar of delay, the Customer will be entitled to compensation equivalent to the basic subscription charge for one month, or, if the Customer is subscribed to a Proximus bundle, one month of the subscription charge of this bundle, plus, where applicable, the supplementary subscription charge for the Smart Services, if Proximus does not clear the service disruption before the end of the working day following that on which the disruption is reported or within the timeframe agreed with the Customer, unless the disruption can be attributed to the Customer, another operator or force majeure. This paragraph does not apply to direct inward dialing bundles carrying incoming traffic, access to the telephony service via 2 Mbps (R2) digital lines or access to ISDN 30 (PRA).

§3. If, due to force majeure, Proximus is unable to establish a connection or clear a fault within the agreed deadline, it will notify the Customer of the timeframe within which the request will probably be met.

13. If the connection cannot be established within eight working days, the Customer will be offered a temporary terminal until the connection has been achieved, except in the following cases:

- a later timeframe was agreed with the Customer;
 - the delay can be attributed to the Customer;
- With the terminal, the Customer can make and receive voice telephone calls. The service provisionally provided to the Customer in this way does not include any additional telephony services.

The definitive number for the telephony service will be allocated to the Customer before the temporary terminal is made available to him. If calls coming in on this number need to be forwarded to the temporary terminal until the telephone connection is established, this will be done at no extra charge for the Customer.

Access charges and the charge for subscription to the telephony service must be paid by the Customer on receipt of the temporary terminal. Calls made from the temporary terminal before the telephone connection is established are billed at the normal calling rates.

The Customer may not take the temporary terminal outside Belgium, must take every precaution to keep it in good condition and must return it to Proximus once the telephone connection is established. The Customer is liable for all damage, loss or destruction of this terminal throughout the time it is in his possession. If the temporary terminal cannot be returned within 30 calendar days of the connection being established, the Customer will be billed a flat-rate penalty. Any calls made by the Customer on the temporary terminal after the telephone connection is established will be billed at the effective rates.

This paragraph does not apply to direct inward dialing bundles carrying incoming traffic, access to the telephony service via 2 Mbps (R2) digital lines, access to Proximus Duo Line, Proximus Twin® or access to ISDN 30 (PRA).

Telephone number

14. Proximus is required to allocate one number per line. The procedure for allocating numbers is computerized. However, if a Customer expresses the wish to do so, he may, for a flat fee and a supplementary subscription fee (the amounts of which are fixed in the Price List), choose one of the numbers still available at the time the request is made, where this is technically feasible.

15. The Customer keeps this number until the contract expires, unless Proximus is required to change the number for service-related purposes. Where this is the case, the Customer will be notified of the change at least six months in advance.

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

If the 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.

16. If technical conditions permit, the Customer may, for a charge, have the telephone numbers of incoming calls or names and numbers of callers displayed on the telephone, insofar as these are not blocked by the callers themselves. To be able to read these names or numbers, the Customer must have suitable terminal equipment. The name is displayed as entered in the Directory Assistance Service (1307), with the first name being given as an initial. If the name is not listed in the Directory Assistance Service (1307), the name of the holder of the line will be displayed.

Where the call originates from a connection to the network of another operator, the caller's number will only be displayed if the operator permits the transmission of numbers to the Proximus network. Where this is not the case, however, it will not be possible to display the caller's name.

If the caller has an unlisted number, the communication of his name and number will be automatically withheld, unless the caller (or the number holder) has authorized the disclosure thereof by programming this on his telephone.

The Customer can block the communication of his name and number to the caller or the display of his name and number on the called party's telephone permanently and free of charge by programming it on his telephone. If the Customer has a telephone with a multiple frequency keypad, he may also prevent his number being displayed on a call-by-call basis at no charge.

The numbers of persons calling the emergency services as defined in the Royal Decree of 2 February 2007, are 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 name and number may, at no cost, reverse this option on a permanent basis by carrying out a simple operation on his telephone. If the Customer has a telephone with a multiple frequency keypad, he can also permit the display of his number on a call-by-call basis at no charge.

In the case of call forwarding and call transfer by the person called, only the number or the name and number of the caller is displayed. The Customer can refuse anonymous calls by subscribing, for a fee, to the Anonymous Call Rejection (ACR) 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 a reciprocity agreement has been concluded with that operator and if the Customer has not refused to have his number displayed. The Customer can obtain from his local Proximus service point a list of the operators with which Proximus has concluded reciprocity agreements on calling line identification presentation (CLIP).

In the case of SMS messages sent from a landline, the number of the sender is always displayed.

Changes to and suspension of services

17. Proximus may change the technical features of its services to satisfy the operating or organizational conditions of the public telephone network.

Where the measure or change is unfavorable to the Customer, Proximus will inform his Customer base as quickly as possible by any appropriate means. Except in the case of force majeure, Proximus will inform its Customers at least six months in advance of any changes requiring the replacement or modification of certain types of terminal equipment. If the Customer rejects this modification, he may terminate the contract in accordance with Article 5.

18. Proximus may restrict or suspend or even terminate the telephony service for the purposes of maintenance and development of the public telephone network.

Proximus shall limit the restriction or suspension of the telephony service to the time that is strictly necessary to carry out this work, and will inform the Customers affected individually if possible and by any appropriate means.

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

The directories and directory assistance services

19. General rules

19.1. 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, Legal Mentions, that he does not want to be included in the directories and/or directory assistance services. For unlisted numbers, the directory assistance service does not give out any information other than to confirm the existence of an unlisted number at the requested address.

19.2. When subscribing to the contract, the Customer can choose whether or not to be listed in the directories and 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.

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, Legal Mentions

19.3. The data that Customers allow to be listed in telephone directories and/or directory assistance services (with the exception of Customers who have unlisted numbers) will only be used by Proximus in the manner described in Art. 20.1.

20. Universal Telephone Directory/ Directory Assistance (1307)

20.1. The functions of the 1207 directory assistance and telephone directory (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 company on the basis of the professional activity.

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

20.2. A free listing in the Universal Telephone Directory (on paper and on www.1307.be) and the 1307 Directory Assistance Service.

The following Customer data are included free of charge:

- for natural persons: 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);
- for legal persons: the official name
- the address of the connection
- the telephone number

Persons living with the holder of a line are entitled to a free listing in their own name, subject to the holder's agreement in writing and in accordance with the rules set out above.

20.3. Payable entries in the Universal Telephone Directory (on paper and on www.1307.be) and the 1307 Directory Assistance Service.

Subject to payment of a charge, 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.

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

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

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

Protection of personal data

21. 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.

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.

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

22.1 Generalities

22.1.1. The data protection related concepts used in this article 22 shall have the meaning given to them in the Data Protection Legislation.

22.1.2. 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").

22.1.3. 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).

22.1.4. 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 22.2 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.

22.2. 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.

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 22.2.

22.3. Proximus acting as data processor

22.3.1. 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.

22.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 22 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 22 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.

22.3.3. 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.

22.3.4. 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.

22.3.5. 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.

22.3.6. 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.

22.3.7. 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.

22.3.8. At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 22.3 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.

22.3.9. 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 22.3. are imposed on that other processor by way of a written contract.

22.3.10. 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.

22.3.11. 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.

22.3.12. If any request of the Customer under this article 22.3 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.

22.3.13. 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.

Malicious calls

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

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

A brochure containing more information about this is available from Proximus Local Services.

The Customer's obligations

24. The Customer has sole liability vis-à-vis Proximus for the use of the connection.

The service allows the Customer to communicate with the emergency services by dialing the emergency services' numbers. The Customer must ensure that the calls to the emergency services are made through a line which physical address is the same as the actual address of the caller. Otherwise, Proximus will not be able to correctly locate the caller and cannot be held responsible if the emergency services are sent to a wrong address, or for any ensuing direct and/or indirect damage.

25. Any person who asks for a connection, a change to a connection, a transfer of a number or porting of a number, and who cancels the request before it is carried out, must compensate Proximus for any costs already incurred.

These costs for access to the telephony service, a change or a transfer of a number or number portability, as the case may be, are limited to the amounts set out in the Price List.

26. All amounts due under this contract are billed to the Customer at the address specified by the Customer or to a third-party payer designated by the former. 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 connection accrue to the third-party payer.

27. If the Customer leaves or transfers his residence or company without canceling or transferring the contract, he shall remain liable for the payment of any amounts due to Proximus and for the use of the connection.

28. The Customer must inform Proximus immediately and in writing of any changes to his identification details.

29. The Customer may not change the public telecommunications infrastructure, including the connection point. He must act with due diligence with respect to any Proximus equipment located on the premises that he occupies, alone or jointly with others.

30. Only terminal equipment complying in full with the legal provisions can be connected to the termination point. The Customer must bear any costs incurred by Proximus as a result of an infringement of this provision.

31. In order to avoid network disruptions, 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 must bear any costs incurred by Proximus as a result of an infringement of this provision.

32. The Customer must provide those persons who can show that they are Proximus employees ease of access, at a suitable time, to the premises where the various elements of the connection up to the termination point are located.

33. The Customer must not disrupt traffic on the public telephone network.

34. To ensure the smooth functioning of the service, the Customer must adapt the number of lines to which the terminal equipment is connected to 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 intensive use of the connections, even if only on an occasional basis.

Rate structure

35. The rate structure includes the charges for access to the telephony service, the subscription fee and the communications costs.

Charges for access to the telephony service

36. \$1. Establishing a standard connection to the public telephone network gives rise to the following costs:

a) A fixed call-out charge, where appropriate. If the simultaneous connection of several lines is requested for a single address by the same Customer, this charge is only levied once.

b) A fixed charge for installing a termination point. This charge also covers the drawing of cables through an existing duct or open trench that meets Proximus technical specifications and is located between the edge of the nearest paved public highway – with the exception of motorways and roads for automotive vehicle traffic – and the building where the connection is to be established. If this connection is established within a dwelling which constitutes the principal residence of the applicant, this charge also covers the laying of a maximum of 100 meters of cable on public land (other than a paved public highway).

c) A charge per meter for the cable laid inside a building, either against walls or in existing ducts, needed to establish a maximum of six connections.

\$2. The following charges are billed to the Customer separately:

a) costs arising from the laying of cable on public land and the costs of crossing a highway to establish a connection on an unpaved surface or on an area not accessible to vehicles separating one or more highways;

b) file-handling costs arising from the use of property which is not part of the public highway for the purposes of establishing the connection;

c) the cost of work carried out at the request of the Customer.

If the Customer so chooses, Proximus will draw up an estimate for the work to be carried out and this will be submitted to the Customer in advance for approval.

37. A fixed charge is payable for activation of the line. This covers the file-handling charges and the cost of any work on Proximus premises, cabling work, work on overhead lines and existing related equipment and work carried out on a paved public highway (with the exception of motorways and roads for automotive vehicle use).

If the connection of several lines is requested simultaneously at a single address by the same Customer, this charge is reduced by half on all lines with the exception of the first.

38. For the purposes of Articles 36 and 37 of these General Terms and Conditions, the terms “paved highway”, “motorway” and “roads for automotive vehicle use” are to be understood in the sense of the Royal Decree laying down the general framework for road traffic policy.

39. For the establishment of a non-standard connection and the subsequent activation of the line, Proximus will, in response to the Customer’s request, provide an estimate for the work to be undertaken, and submit this estimate to the Customer in advance for approval.

Subscription fee

40. A basic subscription fee is payable for the provision of a standard connection to the public telephone network.

41. The basic subscription fee covers the provision of the telephone service as well as maintenance work. It also covers fault clearance on the public telephone network, including the termination point, during normal working hours (working days from Monday to Friday, from 8:00 a.m. to 4:30 p.m.).

If the fault results from abnormal use of the connection, the costs of the fault-clearance work must be borne by the Customer. Depending on availability, the Customer may make an appointment for repair on working days from Monday to Friday between 4:30 p.m. and 6:30 p.m. or on Saturday between 8:30 a.m. and 4 p.m. A fixed charge is levied for this work.

42. Any additional services may entail the payment of additional subscription fees or other amounts established in accordance with the Price List.

43. Optional services are described in the relevant Specific Terms and Conditions.

A specific subscription fee or supplement to the basic subscription fee is charged for these services.

44. Subscription fees must be paid in advance every two months or every month, depending on whether the Customer reached an agreement with Proximus on monthly billing, in accordance with Article 50 of these General Terms and Conditions.

45. The basic subscription fee becomes due on the day on which the line is activated. Any additional subscription fee is payable from the day on which the additional or optional services are made available to the Customer. If the Contract is terminated by Proximus should the customer fail to comply with his/her obligations, the subscription fees for the started billing period at the moment of the end of the Contract remain due. If these subscription fees were already paid, they will not be reimbursed pro rata. If these subscription fees were not yet paid, the Customer must pay them in full.

46. 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 compensation amounting to pro rata reimbursement of the subscription fee for the duration of the disruption where he cannot lodge a claim under Article 12, final paragraph, of these General Terms and Conditions. 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 reported and end on the day on which the service is restored.

In the event that a disruption in the provision of a supplementary service lasts more than seven calendar days and is not attributable to the Customer, the latter shall be entitled to reimbursement of any supplementary subscription fee for this service for the period of the disruption, the minimum being the subscription fee for two months.

47. For a non-standard connection, a supplementary fee is billed to the Customer.

Communication charges

48. The cost of a call depends on the destination, duration, time and day on which the call is made. This price is determined the recording system of 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 gives the signal of terminating the call.

Each communication to a service with a surcharge (0900, etc.)[®] is limited to 30 minutes.

A Customer with an ISDN or Proximus Twin@ connection is charged for all call attempts, i.e. calls to another ISDN or Proximus Twin@ connection or to a digital mobile telephone network, that are not completed as there is no response from the number called or because the line is busy.

The price of other products or services is indicated separately. If Proximus offers a "cash collecting" service, i.e. if it allows the Customer to pay via his/her Proximus bill for products/services distributed by third parties, in particular 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 the collection of the payment in the name and on behalf of that third party or of any organism appointed by that third party. Proximus cannot be held responsible for the proper execution of the purchase or service contract as such. In case of any complaint, the Customer must contact the third party concerned directly. The amount related to this purchase or service, VAT included, will appear separately on the Proximus bill in the form of an item that is not equivalent to a bill in any fiscal sense. If the Customer wants a bill for this purchase or service, he must contact the third party beforehand.

Billing

49. In addition to the requisite legal references, bills of the consumer must include the following information:

- the subscription fee;
- the total charge for long-distance communications;
- the total charge for domestic calls;
- the total charge for calls to mobile services;
- the total charge for calls to so-called "zonal rate" (long-distance rate) numbers (078 15);
- the periods corresponding to the billed fees and calls;
- the payment deadline.

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

The prices and rates for other products or services are indicated separately.

The Customer can obtain a more detailed version of the basic bill on simple request via MyProximus, free of charge. Against payment, the Customer can always receive a more detailed version of his bill.

This itemized bill is 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 calls is itemized. The Customer can consult the details of his last bill and of calls yet to be billed in MyProximus.

50. Unless otherwise agreed, the bill is sent to the Customer every two months.

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 monthly or 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.

51. 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 connections, calculated over four full billing periods of two months or one month as the case may be, by at least EUR 125 excluding VAT. If the connections have been operational for less than four two-month billing periods or four full billing months, an interim bill or a request for an advance on the next bill may be sent if the total amount to be billed exceeds EUR 125 excluding VAT.

52. Proximus reserves the right to demand an advance payment or a bank guarantee, both at the time of the activation request and during the implementation of the contract, in the following cases:

- in case of proven fraud or serious doubt regarding the Customer's solvency;
- in case of the Customer's abnormal use of his connection, 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 place of residence, permanent residence or billing address. Without prejudice to Article 67(1), Proximus reserves the right to fully or partially suspend or terminate the telephony service to the Customer, should the latter fail to submit proof of the existence of such an advance or guarantee within three working days of being asked to do so by Proximus.

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

Disputed bills

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

The obligation to pay the contested sum is held in abeyance, regardless of whether the complaint was filed with the Local Service or with the Telecommunications Ombudsman's Service. The amount not disputed 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 containing its decision.

In accordance with Article 48 above, any complaint concerning the billing of a product or service sold by a third party must be directly addressed to that third-party seller.

54. 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 the 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.

55. 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.

Terms and conditions of payment

56. The amounts billed by Proximus are payable within the timeframe mentioned on the bill.

Payment must be made by bank transfer to the account number specified by Proximus, with an indication of the reference details (structured communication).

57. 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.

58. In case of non-payment, 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. Interests on arrears calculated at the legal interest rate are due per day of arrears on the total non-contested amount of the bill in case the bill has not been paid at the end of the term. 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 connection 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.

Proximus liability

59. § 1. Without prejudice to the paragraphs below, Proximus shall have sole liability vis-à-vis its Customers for any errors committed in providing the telephony service.

§2. Proximus shall be liable for any delay in establishing connections and clearing faults, under the terms and conditions and subject to the limitations laid down in Article 12 of the General Terms and Conditions.

§3. Proximus shall be liable for any act, error or negligence on its part resulting in the death or bodily injury of the Customer. The provisions of paragraphs 7 and 8 shall not apply.

§4. Proximus shall not be liable for any damages resulting from the Customer's failure to comply with his obligations.

§5. Proximus shall not be liable for the content of calls or messages. Proximus is likewise not liable for services provided by third parties and accessible via its network or for bills issued for such services.

§6. Proximus shall not be liable for any delay or shortcomings in the provision of its services if these are the result of factors or circumstances that are beyond its control, unforeseen or unavoidable (force majeure), such as acts of war, riots, disturbances, civil unrest, actions by civil or military authorities, embargoes, explosions, strikes or labor conflicts (including those involving its own employees), power blackouts (including those blackouts arising from the application of a power cut plan drawn up by the authorities), flooding, prolonged frost, fires, storms and acts by third parties.

§7. Without prejudice to the provisions in the preceding paragraphs, 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. In the event of the latter, Proximus liability shall be limited to damage incurred by the Customer that was foreseeable, direct, personal and certain, and shall not include indirect or intangible damage, such as additional expense, loss of income, loss of profits, loss of Customers, loss of or damage to data and loss of business.

§8. Where Proximus is liable, its liability vis-à-vis the Customer shall be limited to EUR 650,000.

Transfer of the contract / taking over a telephone number

60. §1. The Customer may only transfer the contract to a person domiciled or residing at the same address. The transferor and the transferee must both agree to the transfer and this must be confirmed to Proximus in a document bearing both their signatures.

§2. If a line holder is prevented, by a court ruling, from obtaining access to and/or residence at the address where the connection is located, he must grant Proximus the right, at the request of the person who legally occupies that location, to automatically transfer the contract to that person.

§3. The transfer is free of charge and includes the ceding to the transferee of all rights and obligations deriving from the contract. The transferee takes over the entire Proximus installation and services leased on the line at the time of the transfer (except for the direct debit, the social rate and the preselection code).

61. In the event of the Customer's death, the contract shall continue to form part of the estate until it is cancelled or transferred to an heir, a legatee or a person also domiciled or residing at the same address as the deceased.

62. If a Customer wishes to take over the connection and telephone number of another Customer, excluding those cases referred to in Articles 60 and 61, he must first duly complete, sign and return a special form to Proximus. The Customer taking over the telephone number will be billed at the prices specified in the Price List. Proximus will only accept the transfer once all the debts linked to that number have been paid in full.

Suspension and termination by Proximus

63. §1. If a consumer Customer fails to meet his contractual obligations, Proximus has the right to suspend all or part of the service(s) offered by Proximus to the Customer, under this or another contract, and indicated on the same bill, and can restrict the telephony service to a minimum. The minimum service will enable the Customer to receive calls, with the exception of collect calls, and to place calls to the emergency services (100, 101 and 112). It will prevent all other outgoing calls.

Proximus will restrict the telephony service to the minimum if no payment is forthcoming from the Customer within three working days of Proximus sending an interim bill, not requested by the Customer, or a request for a bank guarantee or an advance on the next bill under Article 56 of these General Terms and Conditions.

§2. If a non-consumer Customer fails to meet his contractual obligations, Proximus has the right to suspend all or part of the service(s) offered by Proximus to the Customer, under this or another contract, and can restrict the telephony service to a minimum if, after a reminder has been sent to the Customer, the situation is not remedied within 14 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 Proximus sending an interim bill, not requested by the Customer, or a request for a bank guarantee or an advance on the next bill under Article 52 of these General Terms and Conditions.

§3. If the Customer fails to comply with his obligations under Articles 31, 32 or 34 of these General Terms and Conditions, Proximus may completely suspend the telephony service offered to the Customer if, after notifying the Customer by any appropriate means, the situation has not been remedied within 10 working days of the date of such a notification. The service may be suspended in full with immediate effect and without warning if the Customer disrupts traffic on the public telephone network.

If Proximus notices that certain terminal equipment no longer complies with the legal provisions, functions incorrectly causing faults, affects the integrity of the 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 telephony service in full with immediate effect until the terminal equipment has been effectively disconnected.

Proximus shall inform the Customer of this suspension by any appropriate means, as soon as possible and by the next business day at the latest. The full suspension will prevent the Customer from making and receiving any calls, including those to the emergency services.

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

§4. The official letter of notice must always indicate why the service has been restricted to the minimum or fully suspended.

The restriction or full suspension of the telephony service will end when the Customer complies with his obligations. When the normal service is restored, a one-time charge will be billed.

64. The Customer will continue to be liable for the payment of the basic subscription fee and any additional fees throughout the duration of the minimum service or full suspension of the telephony service.

65. §1. If the Customer referred to in Article 63(1) has not paid his outstanding debts within 60 days of the activation of the minimum service, Proximus may terminate the contract ipso jure subject to serving a minimum notice of 30 calendar days by any appropriate means. In that case, Proximus reserves the right to charge a termination penalty provided for in Articles 68 et seq. During this period of 90 calendar days of minimum service, Proximus will offer the Customer a debt clearance plan. If the Customer agrees and respects the debt clearance plan, the period of 90 calendar days will be extended for the duration of the debt clearance plan. If the Customer does not agree, he can contact the Telecommunications Ombudsman's Service.

The minimum service obligation does not apply in the case of a new Customer who does not respond to the first bill reminder within the deadline provided, or in the case of a Customer who systematically pays his bills too late and has already benefited from the minimum service scheme for the last 12 months.

§2. If the Customer referred to in Article 63(2) does not rectify the situation within 14 calendar days of the total suspension, Proximus may terminate the contract ipso jure, subject to a minimum notice of 10 calendar days being served by any appropriate means.

In either case, the Customer will be liable for payment of the penalty for breach of contract imposed under Article 68.

§3. If Proximus terminates the contract without due cause within the first year, the Customer referred to in Article 63(1) shall be entitled to compensation for damage that can be proven to have been sustained up to an amount equivalent to the penalty for breach of contract provided for in Article 68.

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

67. The contract shall be terminated ipso jure and without formal notice if the Customer ceases its activities, is declared bankrupt or goes into liquidation.

Notwithstanding this resolution, 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 trustee or liquidator must express his intention to take up this option within eight days of the resolution.

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.

Termination by the Customer, number transfer and portability

68.1. 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 68.2. Proximus sends a written confirmation of the cancellation date, taking into account the technical specificities.

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.

68.2. 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.

- 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 if the rightful owners notify Proximus of the death by any written means, accompanied with a certificate.

69. A Customer who relocates may, for a charge, ask for his number to be transferred provided he remains within the same telephone zone and is connected to a digital exchange. Proximus will make every effort to successfully transfer the number. For technical reasons, however, it may not be possible to transfer certain features or value added services linked to the number. For any subscription concluded as from 1 July 2014, Proximus cannot guarantee maintaining the various elements of the service(s) for customers moving to a zone covered by an other new technology, such as optical fibre.

70. If the Customer wants to port his number to another operator, he must contact that operator. The operator will take the necessary steps with Proximus on the Customer's behalf.

Proximus will, however, refuse number portability if:

- the Customer asks to have his number ported to another telephone zone;
- the operator to which the Customer wants to port his number does not comply with the legal procedures for number portability.

Porting of a number shall result in termination of the Contract for this number and the termination of all additional or optional services linked to this number.

If the Customer wants to transfer only some of his numbers, he will be charged for any reconfiguration costs that this incurs.

Proximus will make every effort to ensure the porting of the number. For technical reasons, however, it may not be possible to port the number.

71. In the event of the Customer's death, the penalties for premature termination as stipulated in Article 68 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 death certificate.

Conciliation procedure and dispute settlement

Complaints submitted to Proximus

72. In case of difficulties relating to the implementation of the contract, the Customer should contact the Proximus Local Service.

73. Complaints relating to any unjustified deactivation of the 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.

Complaints submitted to the Telecommunications Ombudsman Service

74. The Customer can contact the Telecommunications Ombudsman's Service (Koning Albert II-laan 8 bus 3, 1000 Brussels, tel.: 02/223 09 09, fax: 02/219.86.59, klachten@ombudsmantelecom.be, 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 can choose between contacting the French-language or the Dutch-language Ombudsman.

Complaints are only admissible if they are filed in writing. The Customer may nevertheless contact the Ombudsman verbally 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 claims 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 Article 77 of these General Terms and Conditions.

75. The legal tasks of the Ombudsman's Service are as follows:

- a) to examine Customer complaints about Proximus activities;
- b) to mediate in order to bring about amicable settlements 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, and 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 Ombudsman's Service will grant such requests subject to the following conditions being met:

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

76. 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 required 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

77. The Brussels lower courts have sole jurisdiction for any claims or disputes relating to the interpretation or performance of the contract.

Applicable law

78. The provisions of the contract shall be governed by Belgian law.