

Adaptation of the general terms and conditions for consumers and small enterprises

Dear customer,

As from 1/11/2019, we are adapting our general terms and conditions applicable to products and services for consumers and products and services for self-employed persons and enterprises with up to 9 employees. We invite you to read the summary of the changes below.

New structure

Today, each service (internet, tv, fixed and mobile telephony) has its own terms and conditions with clauses that handle the same subjects but which still defer from each other. Therefore, we have chosen to uniformise these clauses handling the same subjects and group them under one single set of general terms and conditions, applicable to all services. Besides that, we have also created specific terms and conditions for each service, which are complementary to the general terms and conditions.

This is the summary of the changes:

1) General terms and conditions applicable to all services (hereinafter referred to as « General Terms and Conditions»)

Reasons for refusal to provide the service (Art. 2.2 of the new General Terms and Conditions).

Proximus uniformises the reasons for which it can refuse to provide a service to a customer: If the customer fails to meet his obligations under a contract binding him to Proximus or its subsidiaries, in the event of proven fraud or serious doubt as to the creditworthiness of the customer, if the customer fails to provide a legitimate document enabling Proximus to identify him, if the customer refuses to pay the deposit requested by Proximus, if the customer's infrastructure or the Proximus network does not support or supports with difficulty the provision of the service, for technical reasons, or if the customer's equipment may disrupt the network.

By including this clause in the General Terms and Conditions, its scope of application has been extended to include the service of prepaid cards and VoIP, for which the general terms and conditions do not contain such clause.

Old articles : art. 3.3 internet, art. 4.5 TV, art. 2 fixed telephony and art. 1.3 mobile telephony.

Indexation clause (Art. 4.2 of the new General Terms and Conditions).

Proximus specifies that the formula for indexation is the following: $\text{new price} = \text{old price} \times (\text{current index} / \text{previous index})$.

By including this clause in the General Terms and Conditions, its scope of application has been extended to include the service of internet, for which the general terms and conditions do not contain such clause.

Old articles : art. 11.5 TV, art. 10 VoIP, art. 5,§ 2 fixed telephony, art 1.6,§5 mobile telephony and art 1.6,§5 Pay&Go.

Advance payment (Art. 10.4 of the new General Terms and Conditions).

Proximus uniformises the cases in which it can ask an advance payment: in the event of proven or suspected fraud or serious doubt as to the customer's solvency, in the event of abnormal use of the service by the customer, i.e. in a manner that it is not in line with the normal usage (for example if the number of consumed units is abnormally high) or non-compliant with the usage that another customer would have made in a comparable situation, in case of doubt regarding the customer's identity or, if the customer specifies a domicile, fixed residence or invoicing address abroad.

By including this clause in the General Terms and Conditions, its scope of application has been extended to include the services of internet and TV, for which the general terms and conditions do not contain such clause.

Old articles : art. 41 VoIP, art. 52 fixed telephony and art 1.4 mobile telephony.

Compensation in case of non-reimbursement (Art. 11.3 of the new General Terms and Conditions).

In the old general terms and conditions for VoIP, fixed telephony and mobile telephony, it was stipulated that if a consumer has a claim against Proximus and Proximus stays in default of payment after having been requested to do so by the customer, the customer is entitled to a compensation of 15% of the total amount of the claim, with a minimum of 60 EUR. This amount is modified and set at 10 EUR in the new General Terms and Conditions in case Proximus remains in default to issue the refund order within 15 days of the customer's request.

Old articles : art. 47 VoIP, art. 58 fixed telephony and art 7.6 mobile telephony.

Time limit for contesting invoices (Art. 12.1 of the new General Terms and Conditions).

In the new General Terms and Conditions, complaints contesting invoices must be submitted within 30 days of the invoice date. After this period, the invoice is deemed to have been accepted by the customer.

Old articles : art. 8.3 internet, art. 44 VoIP, art. 55 fixed telephony and art. 6.3 mobile telephony.

Limitation of Liability (Art. 13.5 of the new General Terms and Conditions).

Proximus uniformises the amounts that limit its responsibility towards the customer. In the new General Terms and Conditions, the liability of Proximus towards the customer is limited by event incurring its liability, to the total amount paid by the customer to Proximus during the six months preceding the event causing the damage. Proximus liability shall in no case exceed a cumulative amount of 200.000 EUR per calendar year. Under the old terms and conditions, these amounts were very diverse and could be higher (limit of 650.000 EUR in the general terms and conditions for internet, VoIP, mobile telephony and Pay&Go), lower (limit of 3 months subscription fee in the general terms and conditions for TV) or equal (general terms and conditions for fixed telephony).

Old articles : art. 9.8 internet, art. 10.4 TV, art. 52 VoIP, art. 59,§8 fixed telephony, art. 8.2, §4 mobile telephony and art. 3.1, §3 Pay&Go,

Suspension and termination of the service by Proximus (Art. 15.2, 15.5, 15.6 and 15.7 of the new General Terms and Conditions).

Proximus uniformises the cases and modalities under which services can be suspended and terminated. Under the new General Terms and Conditions, Proximus can suspend the service after notification and without any compensation being due, if the customer fails to fulfil his obligations under the law or a contract concluded with Proximus/one of her subsidiaries. In that case Proximus also has the right to refuse to reactivate services or to refuse to repair them. If the customer does not rectify the situation within 10 days of suspension, Proximus may terminate the contract immediately, without formal notice and without any compensation being due.

Proximus may also terminate the contract immediately, without notice and without any compensation being due, if the customer has committed serious or repeated breaches in the performance of the contract or any other contract with Proximus or one of its subsidiaries, if the customer has repeatedly failed to pay Proximus or one of its subsidiaries, if the customer is in a situation of cessation of activity, bankruptcy, judicial reorganisation or liquidation, if the customer communicates a false or erroneous identity, if the customer's consumption is not in accordance with the normal use of the service (as described in the General Terms and Conditions and the specific terms and conditions), in case of proven fraud and in case the customer's infrastructure or the Proximus network no longer supports the provision of the service for reasons related to the technical operation of the network. If the reason is known and foreseeable, a written notification shall be sent as soon as Proximus is informed thereof.

Finally, Proximus may terminate any contract of indefinite duration in writing at any time and without compensation, subject to a notice period of three months.

Under the old General Terms and Conditions, the cases and modalities in which Proximus had the right to suspend and terminate its services differed according to each service. In the new General Terms and Conditions there are more cases of suspension and termination and the conditions are stricter (the period of 10 days is shorter, no prior notice of default and termination/suspension without compensation).

Old articles: art. 19 internet, art.15.6 and 15.8 TV, art. 60 VoIP, art. 63 and following fixed telephony and art. 12.1 mobile telephony.

Conciliation and dispute settlement procedure (Art. 19.1 of the new General Terms and Conditions).

In the old general terms and conditions for internet, VoIP, fixed telephony and mobile telephony it is stipulated that complaints about unjustified deactivation of the service must be submitted within 5 calendar days after the deactivation. If the complaint is submitted after this period, the period between the fifth day and the day on which the complaint is submitted shall not be taken into account for the calculation of the compensation.

By including this clause in the General Terms and Conditions, its scope of application has been extended to include the services of TV and prepaid-cards, for which the general terms and conditions do not contain such clause.

Old articles: art. 23.2 internet, art. 72 VoIP, art. 73 fixed telephony and art. 13.1.2 mobile telephony.

2) Specific terms and conditions for mobile telephony

Normal and personal use (Art. 4 of the specific terms and conditions for mobile telephony).

Several tariff plans offered by Proximus include an unlimited usage. Unfortunately, Proximus has detected various forms of abuse. For this reason, Proximus has included in the new General Terms and Conditions criteria for a normal and personal use of the service. Proximus reserves itself the right to sanction any contradictory use by restricting, suspending or terminating the contract. The following practices are not considered as normal and personal use (non-exhaustive list):

- Use intended to divert communications, whether directly or indirectly, or intended to resell the Proximus Services to third parties in any way without the prior written agreement of Proximus;
- Use that disrupts the reliable and correct operation of certain features of the Proximus network. Reliable and correct use includes the communication of the calling party's identification number (unless otherwise instructed by the caller), the communication of the IMEI number of the device making the call, interception and recording of communications in accordance with the order of the relevant judicial or administrative authorities and the recording and retention of call and identification data;
- Use causing saturation or abnormal loads on the network or disrupting the proper operation of the Proximus network;
- Use deviating significantly from the averages calculated by Proximus relating to the frequency or distribution between the different means of communication or connection (telephone, data transmission, SMS, 4G, MMS, etc.) or the actual connection duration;
- In the event of fraudulent use of the Service such as, in particular, the use of the Service for call centre or Simbox purposes or placing the Service at the disposal of third parties.
- In case of use not in line with that which can be expected from a customer who enters into a mobile phone contract (e.g. using the device as baby phone, SMS Gateway or other similar devices).
- In the event of use of the Service for a connection without human intervention or for a connection between machines.

In addition, Proximus has discarded following old clause in the context of unlimited offers: (art. 3.11 of the general terms and conditions for mobile telephony and 2.11 of the general terms and conditions for Pay&Go): « *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* ». This clause is being replaced by another one which contains clearer criteria that do not restrict in any way customers who use the service in a normal way but aim to prevent abuse. Following the new provision, Proximus has the right, in the context of unlimited offers, to limit, suspend or terminate the service if the client sends more than 10.000 SMS messages per month and/or 500 SMS messages per day, if the client sends SMS messages to more than 250 different recipients per month or if the client regularly makes calls for more than 6 hours per day and/or 30 hours per week.

3) Specific terms and conditions for fixed telephony

Compensation in case of delay of the connection and interruption of the service (Art. 5.1 until 5.3 of the new General Terms and Conditions).

The old general terms and conditions for fixed telephony provide that:

- Proximus undertakes to do its utmost to establish a connection within a maximum of 5 working days, unless another date was agreed with the customer. If this deadline or the date agreed with the customer is not respected, the customer is entitled to a compensation equivalent to the basic subscription charge for two months, plus, if applicable, the supplementary subscription charge for the smart services, if the delay is due to Proximus (art. 12§1).
- In the event of a service interruption, Proximus undertakes to make every necessary effort to clear any interruptions before the end of the working day following the day on which the interruption was reported. If this deadline or the deadline agreed with the client is not respected, the customer is entitled to a compensation for each day's delay, equal to one month's basic subscription charge or flat-rate subscription charge, plus, where applicable the supplementary subscription charge for smart services, if the delay is due to Proximus (art. 12§2).

In the new General Terms and Conditions, the above-mentioned terms and conditions no longer apply. The new General Terms and Conditions applicable to all services stipulate that Proximus undertakes to provide the service as quickly as possible (art. 5.1) and make all reasonable efforts to resolve the customers' problem as quickly as possible (art. 5.2).

Finally, the old general terms and conditions for mobile telephony stipulate that in the event of an interruption of an additional service on top of the basic service of fixed telephony, which is not attributable to the customer and lasts for more than seven consecutive calendar days, the customer is entitled to a compensation equal to the subscription fee of this additional service in proportion to the duration of the interruption, with a minimum of two months' subscription charge (art. 46).

Under the new General Terms and Conditions, the minimum compensation of two months' subscription fee will no longer be applicable (art. 5.3).

4) Specific terms and conditions for internet

Compensation in case of non-return of material (Price list)

The compensation in case of non-return of a modem, router or other material increases from 50 EUR (20.5,§6 old general terms and conditions for internet) to 99 EUR.

Sincerely,

The Proximus-team