

GENERAL

These General Terms and Conditions apply to the PROXIMUS service, excluding the mobile communication device. This service is provided by Proximus public limited company of Belgian Public Law, in compliance with the laws and decrees in force governing the provision of the mobile telephony service.

A distinction is made between the following.

1) The contract

The contract must at least mention:

- l'identification du client ;
- the number of the SIM card;
- the billing and payment details;
- the rate plan and /or options chosen by the Customer.

2) The 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 PROXIMUS service.

3) The List of Rates and Prices

The list of rates and prices indicates all the rates for the PROXIMUS services.

The contract, the General Terms and Conditions and the list of rates and prices shall constitute an integral part of the agreement concluded between the Customer and PROXIMUS.

Anyone may examine these General Terms and Conditions in the PROXIMUS points-of-sale and on the website (www.Proximus.com).

DEFINITIONS

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

DIRECTORY (THE GUIDE)/DIRECTORY ENQUIRIES DATABASE:

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

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 PROXIMUS service.

SIM CARD:

A card containing a microprocessor to be inserted into an approved mobile communication device in order to access the PROXIMUS service. This card makes it possible to identify the Customer over the PROXIMUS network, regardless of the mobile communication device used, in order to make and receive calls. It represents the Customer's subscription to the PROXIMUS service. It remains the exclusive property of PROXIMUS.

PROXIMUS:

The registered trademark under which Proximus public limited company of Belgian Public Law hereafter referred to as "Proximus". The PROXIMUS service is contractually independent from the mobile communication device that enables calls to be made and received.

PROXIMUS NETWORK:

The mobile telephony networks put into service and operated by PROXIMUS.

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 THE PROXIMUS SERVICE

1.1 Application by the Customer

The Customer submits his application to subscribe to the PROXIMUS service at a PROXIMUS point-of-sale.

1.2 Customer details

At PROXIMUS request, the Customer is required to produce the following documents and information:

a) if the Customer is a natural person:

- the applicant refuses to provide proof of identity and of a fixed domicile or residence in the European Union based on official documents issued by a Belgian authority;
- b) if the Customer is a legal person or a de facto association:
 - a copy of the Articles of Association published in the appendices of the Belgian Official Gazette, and any amendments that may have been made thereto;
 - all complementary documentation that allows PROXIMUS to check the company's financial situation.
- c) if the person is a representative of a natural or legal person or of a de facto association:
 - proof of his/her identity and the power of attorney.

PROXIMUS must be immediately informed in writing of any change 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/she provides to PROXIMUS.

1.3 Grounds for rejection

PROXIMUS may reject the subscription application or refuse access to foreign networks or to certain additional services and options such as call forwarding, for one of the following reasons:

- the Customer refuses to be subject to the terms and conditions set out in Article 1.2;
- the Customer has failed to honor the obligations incumbent upon him/her under another contract concluded with PROXIMUS ;
- in case of proven fraud or non-payment on the part of the Customer;
- the Customer provides a false or erroneous identity.

1.4 Advance payment on usage

PROXIMUS reserves the right to demand advance payment or a bank guarantee for consumption, when the subscription request is submitted and during the implementation of the contract, in the following cases:

- in case of proven or suspected fraud or serious doubt regarding the Customer's solvency;
- if PROXIMUS notes that the Customer makes abnormal use of his access to the PROXIMUS 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;
- Proximus has doubts concerning the Customer's identity;
- in case of a request for activation of the "ProxiWorld" option.

If the advance payment or bank guarantee is not paid within the deadline imposed, PROXIMUS may refuse the subscription request, suspend the PROXIMUS service or terminate the contract without the Customer being entitled to claim any compensation.

1.5 Effective date and contract duration

Unless agreed otherwise, the contract exists as soon as mutual consent is given, and enters into effect on the date that PROXIMUS activates the SIM card on its network.

The Contract shall take effect on the day that the application is accepted by Proximus. The Contract for a new connection is concluded for an initial term of one (1) year. On expiry, it will be automatically renewed for an indefinite term. The Customer may then terminate it at any moment providing he/she gives 1 month's notice according to the terms of article 18. If the Contract is concluded with a professional Customer (non-consumer), the Contract will be automatically renewed at the end of its initial term for the same term determined in the initial Contract. If the Contract is concluded with a professional client (non consumer), it will be automatically renewed for successive periods of the same duration as the initially concluded contract, except if the client terminates its contract at the end of the contractual period with a notice of minimum 1 month notified in accordance with the terms of article 11.2.

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

PROXIMUS shall inform the Customer, by any appropriate means, if a rate plan is to be scrapped and to notify him/her of the final date on which he/she can opt for another rate plan.

PROXIMUS shall inform its Customers, by all appropriate means, of any changes made 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 the Customer, following a change to these General Terms and Conditions, which would be unfavorable to him/her, does not accept the new conditions imposed by the change, he/she may terminate the contract by registered letter addressed to PROXIMUS, without being required to pay a penalty, provided he/she does so 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, the Customer has the right to cancel the contract without having to pay a penalty, provided that he/she 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.

1.7. Indexation

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

Given that this indexation falls under the scope of Article 108§2 of the Act of 13 June 2005 relating to electronic communications and not price increases, the Customer does not have the right to terminate the contract in accordance with Article 1.6.

ARTICLE 2: DUTIES AND OBLIGATIONS OF PROXIMUS

2.1. PROXIMUS 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 PROXIMUS service.

PROXIMUS alone shall determine which technical means are necessary to provide access to this service under the most favorable conditions possible, 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. Given that these signals can be disrupted by an external source or obstacles in the form of buildings, vegetation or the terrain, perfect transmission cannot be guaranteed everywhere, at all times. The quality of the PROXIMUS service also depends on the quality of the terminal used by the Customer.

2.1.2.1. At the latest when the contract is concluded, PROXIMUS shall provide the Customer with as comprehensive information as possible with regard to the capacities of the PROXIMUS service, the rates applied, the options available and the use of the SIM card in Belgium and abroad. 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/she wants to send and receive his/her calls or access the internet, provided that PROXIMUS has concluded a roaming agreement with that other network.

2.1.2.2. 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.

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- 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/her. The instructions on how to use them depend on the technological evolution and are explained in the user manual of the mobile communication device.

The SIM card's programming can be changed at any time by PROXIMUS.

2.1.4. PROXIMUS provides a Customer service available 24/7 so as to be able, insofar as possible, to respond to Customers' needs.

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

The Customer is aware, accepts and gives consent for calls originating from or made to the 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 department can also be listened to or recorded for the purpose of a quality control of the service.

2.1.5. Insofar as the mobile communication device permits it, the Customer can instruct that call restrictions be applied to his/her 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 for providing adult content and international premium rate numbers that are not operated in compliance with the international E164 telephone numbering plan.

2.2. Access to the PROXIMUS service and fault-clearance

PROXIMUS shall activate the SIM card and clear any faults of which it is aware as soon as possible.

2.3 Telephone number

PROXIMUS must allocate just one number per subscription, except if the Customer ports his/her 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 because of service-related reasons, the Customer must be notified of this at least two months in advance.

2.4 CLIP/CLIR

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 conditions 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 the operators of the other networks involved authorize the transmission of said number.

The Customer can refuse to have his/her telephone number displayed (CLIR) when concluding the PROXIMUS contract or any time thereafter by contacting PROXIMUS Customer service (this means that the Customer can change 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.

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/her 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/her telephone number.

2.5 Changes to and suspension of services

PROXIMUS may change the technical features of its services if the operational or organizational conditions of the PROXIMUS 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 equipment. The Customer will not be able to claim compensation following such a replacement or change. If, following special operating requirements, the remaining service must be limited or scrapped, PROXIMUS undertakes to notify all Customers concerned, by any appropriate means. At any rate, these Customers will have the possibility of canceling the contract in accordance with the procedures relating to the cancellation of an indefinite-term contract (see article 11.2 § 2 of these General Terms and Conditions).

2.6. Protection of personal data

2.6.1. 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.

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.

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

2.6.2.1. Generalities

2.6.2.1.1. The data protection related concepts used in this article 2.6 shall have the meaning given to them in the Data Protection Legislation.

2.6.2.1.2. 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").

2.6.2.1.3. 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).

2.6.2.1.4. 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 2.6.2.2 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.

2.6.2.2. 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.

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 2.6.2.2

2.6.2.3. Proximus acting as data processor

2.6.2.3.1. 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.

2.6.2.3.2. The Customer shall ensure the rights and obligations of the Parties under this Article 2.6 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 2.6

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.

2.6.2.3.3. 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.

2.6.2.3.4. 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.

2.6.2.3.5. 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.

2.6.2.3.6. 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.

2.6.2.3.7. 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.

2.6.2.3.8 At the request of the Customer, Proximus shall provide all information necessary to demonstrate compliance with this article 2.6.2.3 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.

2.6.2.3.9. 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 2.6.2.3 are imposed on that other processor by way of a written contract.

2.6.2.3.10. 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.

2.6.2.3.11. 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.

2.6.2.3.12. If any request of the Customer under this article 2.6.2.3 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.

2.6.2.3.13. 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.

2.7. Malicious calls

Customers who receive malicious calls 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, if it possesses the required information.

2.8. Guide and Directory Enquiries

2.8.1. The purpose of the Guide and Directory Enquiries (1307) are: to find a Customer's phone number on the basis of the name and address that he/she has communicated and/or on the basis of the telephone number, find the Customer's name and address and/or on the basis of that Customer's professional activity, find the Customer's telephone number, name and address (only for self-employed persons and companies).

Listing in the Directory Enquiries (1307) database: the surname, first initial, connection address and telephone number, as communicated by your telecom operator, are listed free of charge. For companies and the self-employed, the professional activity can be also included.

2.8.2. The Customer can be listed free of charge in the Guide, under the list of the municipality where the connection has been established. A Customer with several telephone lines within the same municipality shall be entitled to just one listing in which each of the numbers he/she has been allocated may be indicated no more than once, irrespective of the type of connection. Persons living with the holder of a line are entitled to one free listing in their own name, subject to the holder's agreement in writing and according to the rules laid out in the following article.

2.8.3. When subscribing to the contract, the Customer can choose whether or not to be listed in the Guide and Directory Enquiries as well as in other directories and directory enquiry databases. 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/she wants

his/her number to be unlisted. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to these Customers.

2.8.4. The following details are published free of charge in the Guide: surname, first-name initial (for companies: the official name), address of the connection and the telephone number as provided by your telecom operator. If the Customer so chooses, the first name may be given in full. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his/her listing, it will be automatically included in the following publications of the Guide.

2.8.5. For an annual fee, the Customer may opt for additional listings, details, additional lines of text or for large font for the name. Unless the Customer notifies us otherwise at least six months before the closing date of the Guide that contains his/her listing, all these payable entries will be automatically included in the following publications of the Guide. A Customer's number can also be incorporated in the listing of another Customer, regardless of whether the number has already been listed in the Guide.

2.8.6. The Customer is responsible for the accuracy of the data that he/she communicates to Proximus to be legally admissible, any complaints must be submitted in writing no later than 60 days following the publication date of the Guide.

2.8.7. In accordance with the legislation in force, Proximus communicates the Customer's telephone number, name and address to all telephone directory publishers and directory enquiries providers unless the Customer has an unlisted number or has expressed a wish to the contrary.

2.8.8. The Guide is published in accordance with the legislation in force.

2.8.9. All changes to a Customer's identification or connection details shall be introduced as rapidly as possible into the Guide's database and into the Directory Enquiries database.

2.8.10. The "Mailbox 1207" service allows the caller to leave a message on the Customer's voicemail via the 1207 service, without the mobile phone number being disclosed to that person. To offer this service, Proximus transmits the personal data and mobile phone number to Proximus Directory Information Services, which provide this service. If the Customer does not wish to receive messages via the "Mailbox 1307" service on his/her mobile phone, the Customer inform the service on toll-free number 0800 93742.

2.8.11. Customers who do not wish their telephone number, name and address to be listed in the Guide or in the Directory Enquiries (1307) database, may request this free of charge on the www.phoneinfo.be website. The Customer's telephone number automatically becomes an unlisted number. In accordance with the applicable regulations, the name and address of Customers with unlisted numbers are only communicated to the publisher of the Guide for the sole purpose of delivering the telephone directory to these Customers.

2.8.12. Customers who do not want their name and address details to be found on the basis of their phone number can have this blocked free of charge by going to the www.phoneinfo.be website. Customers who do not want their phone number, name and address details to be found on the basis of their professional activity can have this blocked free of charge by going to the www.phoneinfo.be website.

2.8.13. In accordance with the applicable regulations, Proximus must provide the Customer's phone number, name and address details to all telephone directory publishers and directory enquiry providers, unless the Customer has an unlisted number or unless the Customer notifies Proximus via the www.phoneinfo.be website that he/she does not want to be included in these databases. The Customer may pay for Proximus to make the details he/she wants listed in the Guide available to third parties, unless the Customer has an unlisted number or if he/she has blocked it on the www.phoneinfo.be website.

ARTICLE 3: THE CUSTOMER'S OBLIGATIONS

3.1. The Customer shall take all reasonable precautions to keep his PIN and PUK codes secret, and any other code sent to him/her that enables access to a 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 subscription. He/She is required to use the PROXIMUS service with due diligence and respect that which 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 or have it 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 remain liable for the subscription's use and the payment of the amounts due to PROXIMUS within the limits specified in Article 8.

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/she 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 PROXIMUS service, the Customer must, at PROXIMUS request, present all his/her equipment for inspection. PROXIMUS may, if it deems it appropriate, suspend the PROXIMUS 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/her mobile communication device for inspection.

3.6.

3.6.1. As regards the PROXIMUS service, the Customer must not in any way use a mobile communication device on which any type of equipment is installed that 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 must not, in full or in part, directly or indirectly, place the PROXIMUS service at the disposal of third parties, nor transfer it to third parties or permit its use by them to provide telecommunications services under his/her own name and for his/her own account.

3.6.3. It is prohibited to use the PROXIMUS service:

a) in such a way that certain functions of the PROXIMUS network or of a network linked to it can no longer be executed correctly (for example, the transmission of the caller's ID (except in case of provisions to the contrary), 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 PROXIMUS service is used to direct calls which were routed to a place other than where the Customer is located in the framework of an activity that falls under this Article 3.6 point 2 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, involves prohibited use by virtue of points a) or b) above.

The Customer is considered to have breached the provisions included in Article 3.6, and must prove the contrary to be true if he/she buys an abnormally high quantity of SIM cards or if his/her consumption rates (incoming and outgoing calls, SMS, use of voicemail, type of calls) differ from

the average consumption of any other PROXIMUS 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 data and overviews 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/her SIM card and, in general, refrain from making any abusive or fraudulent use of his/her SIM card.

3.8. The Customer shall not use the PROXIMUS network and 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 and with the intellectual property rights and other third-party rights.

3.10. All costs borne by PROXIMUS and all payments in general made by PROXIMUS (for example, 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 mobile rate plans offering an “unlimited” formula are aimed at normal usage of the mobile telephony service within the framework of a limited offer. To prevent fraud, 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 mobile telephony service, for example 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.

ARTICLE 4: Provision associated with the use of internet access

4.1. Before any installation is made the Customer must ensure his/her computer is compatible with our software. Access to the mobile internet service on the computer (laptop) requires the use of a USB key that is compatible and designed to accept the data on the SIM card which the user is provided with when subscribing or is sent through the post. The mobile internet service is also available on a laptop with an integrated high speed 3G module.

4.2. To be able to use the service on a computer (laptop), the Customer must download the connection software via a USB key. As a result, 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 Equipment is sold to the Customer. This means that the Customer shall have only one user’s license for the Software, which shall be valid throughout the period that the software is protected by intellectual property rights. The Customer shall not copy the Software, except insofar as it relates to backup copy, nor shall he/she change the Software. He/She shall also comply with the specific licensing conditions communicated to him/her when certain software is installed or downloaded. Customers who decide to use this Software shall be deemed to have accepted the specific license conditions relating to this software.”

4.3. The Customer may, at any time, sign up for and/or subscribe to the services made available to him/her via an internet access connection. Customers using the PROXIMUS service to access the internet hereby also declare that they are aware of how the services function, of the internet and the rules governing internet use, and that they accept them. Access to the products and services offered via an internet access connection can depend on the technical functions of the mobile communication device.

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. Among other things, the Customer shall not permit third parties to access the services offered via the internet access connection unless they pay for it, financially or otherwise.

4.6. Nor shall the Customer 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 PROXIMUS 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 that send e-mails that 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 and that infringes or is likely to infringe the rights of third parties, and intellectual property rights in particular.

4.8. When connected to the internet, the Customer is responsible for taking all appropriate measures to protect his/her 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/her mobile communication device. The Customer also acknowledges that he/she is fully aware 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 that he/she is aware of the fact that the integrity, authentication and confidentiality of information, files and data of any kind which he/she 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. As 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.

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 and 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 services offer on the internet by the publishers, producers and content distributors, or are imposed through legal or regulatory provisions; infringements and 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 PROXIMUS network and/or the internet. However:

PROXIMUS reserves the right to process communication data relating to the internet access in accordance with Article 2.6 above;

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 PROXIMUS network, the internet, or which does not respect the usual rules of use. The Customer acknowledges that he/she is aware 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 PROXIMUS network, PROXIMUS will pass said content on 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. PROXIMUS does in that case 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 PROXIMUS service when the latter access the internet.

4.13. PROXIMUS reserves the right to temporarily suspend all or part of the access to the internet in case of force majeure or when carrying out maintenance of the access to or operation of these services, without being required 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 take the necessary steps to make this service suspension as brief as possible.

4.14. The Customer shall indemnify PROXIMUS for any damage resulting from his failure to comply with his obligations under this article.

4.15. The Customer promises not to exceed the volume limit authorized in the rate plan to which he/she has subscribed. Proximus reserves the right to reduce the surfing speed to 128 kbps for certain users on these rate plans if the authorized volume is exceeded. The Customer will be informed by SMS in order to avoid the payment of supplements in accordance with the rates in force. This limitation only applies to usage in Belgium. The Customer is given the choice to either remove the surf speed limitation each time he/she exceeds the limit or to never be subject to a reduced speed. In this case, he/she must contact Customer Services who will suggest an appropriate solution.

4.16. In application of the European directives, as regards the use of the mobile internet service in the European Union, Proximus will cut off the mobile internet connection as soon as the amount of the monthly bill exceeds EUR 60 (incl. VAT). For Customers with a rate plan, the connection will only be cut off if consumption exceeds the rate plan by EUR 60 (incl. VAT). Customers who do not wish to have a surfing limit are requested to contact Customer Services. Customers are informed by SMS before they have reached the surfing limit or when they have exceeded this limit.

ARTICLE 5: BILLING

5.1. Besides the items prescribed by law, the standard bill sent to the Customer will include the following information:

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

Customers may opt for a more summarized or more detailed type of bill at any time, provided that this is requested in writing. The Customer cannot, however, obtain an itemized bill for text or digital messages (images, symbols, etc.) sent from his/her mobile communication device.

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, or in the number of times a service was consulted. A single copy of the bill is sent to the Customer every month. The first bill following activation of the PROXIMUS service may be sent between two normal billing dates.

5.2. Any complaints relating to the amounts billed for communications, subscription fees or paying options must be lodged within 30 days of the date on which the bill was issued. Beyond this timeframe, the Customer shall accept the bill in respect of the items billed and the billing amount.

5.3. The lodging of a complaint does not exempt the Customer from his/her obligations to pay the uncontested amount. If the Customer disputes a bill, he/she can obtain an itemized bill on request, free of charge.

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

ARTICLE 6: TERMS AND CONDITIONS OF PAYMENT

6.1. The amounts billed by PROXIMUS are payable within the timeframe mentioned on the bill. Payment is made 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.

6.2. Customers who claim not to have received their bill are required to pay the amount requested by PROXIMUS. The Customer is provided with a duplicate copy of the bill on request. Administrative costs may be billed.

6.3. In case of late payment, PROXIMUS reserves the right to charge a compensatory amount corresponding to 15% of the total sum due with a minimum of €60. This compensation will be used to cover the payment recovery costs.

If a line is reactivated following a service suspension carried out in accordance with Article 11, PROXIMUS reserves the right to also bill for line reactivation charges.

6.4. 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.

6.5. In case of non-payment, Proximus shall send a reminder by any suitable means 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 shall serve as official notice to the Customer. Interest on arrears calculated at the legal interest rate are due per day of late payment on the total uncontested amount of the bill in case of non-payment of the bill by the due date.

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/her 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.

. The first reminder interrupts the prescribed payment deadline.

6.6 As the third party is the vendor, the purchase contract is directly concluded between the Customer and the third party. Proximus role is limited to payment facilitation. Proximus does not assume any responsibility with regard to the correct implementation of the purchase contract itself. In case of a complaint, the Customer must contact the third-party vendor directly. The amount relating to this purchase, VAT included, will be mentioned separately on the Proximus invoice in the form of wording which is not equivalent to an invoice in a fiscal sense. A Customer who would like an invoice for this purchase must contact the third-party vendor beforehand.

ARTICLE 7: LIMITATION OF PROXIMUS LIABILITY

7.1. 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 intangible damage, nor 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.

7.2. 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.

7.3. 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 PROXIMUS service or for the billing thereof.

7.4. PROXIMUS is not liable for any damage resulting from the intervention of a third party.

7.5. 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.

7.6. PROXIMUS declines all liability for any damage whatsoever that might result from the Customer's decision to deactivate the PIN check.

7.7. 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 any accident caused by a Customer using a mobile communication device while driving a vehicle.

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 8: THE CUSTOMER'S LIABILITY

8.1. The Customer is only liable vis-à-vis PROXIMUS for any damage, material or otherwise, resulting from his/her improper use of the networks and/or PROXIMUS services in case of fraud or serious misconduct and shall reimburse PROXIMUS for any damage incurred as a result.

8.2. 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 remains liable for the payments due under the agreement, unless he/she notifies PROXIMUS immediately by telephone of the loss or theft and, at the same time, instructs PROXIMUS to put his/her line out of service. In this case the Customer is exempt from having to pay for any usage of the SIM card made after the aforementioned notification and instruction.

The Customer's statement must be confirmed immediately by registered post, 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 other payments remain due. The line will be reactivated as soon as this has been requested by the Customer.

ARTICLE 9: NUMBER PORTABILITY

The Customer can ask for his/her number to be ported to another operator. A Customer who would like his/her number to be ported to another operator must contact the operator in question. 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 11.2 shall apply.

Only numbers that 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 10: TRANSFER OF THE AGREEMENT

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

ARTICLE 11: SUSPENSION AND TERMINATION

Suspension or termination also applies to any optional services relating to the subscription in question.

11.1 Suspension and termination by PROXIMUS

11.1.1 Suspension

PROXIMUS may suspend the PROXIMUS service in full or in part, without prior notice, if the Customer does not meet his/her obligations vis-à-vis PROXIMUS, fails to comply with the terms and conditions of use or if PROXIMUS deems the number of units used to be abnormally high. PROXIMUS can also suspend the PROXIMUS service in full or in part, without prior notice, if the Customer does not or no longer meets all the conditions cited in Article 1.3 or if the Customer has communicated erroneous or incomplete information to PROXIMUS in his/her application or when the contract is being implemented. The deactivation and reactivation charges are payable by the Customer.

The suspension takes place without the Customer being entitled to claim any form of compensation. The suspension ends once the Customer complies with his/her obligations again or has been registered as doing so with PROXIMUS. Even if the service is suspended the Customer is required to comply with the obligations incumbent upon him/her under the agreement.

11.1.2 Termination

If the Customer fails to comply with his/her obligations within the 15-day suspension period, PROXIMUS may terminate the contract ipso jure by serving at least 15 calendar days' notice. Any such termination which takes place shall not entitle the Customer to any compensation whatsoever and shall be without prejudice to his/her obligation to pay any sums outstanding, and the penalties provided for in Article 11.2.3.

The agreement automatically ends in case the Customer, legal person or de facto association goes bankrupt.

11.2 Suspension and termination by the Customer

11.2.1 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.

11.2.2 Termination of an open-ended contract

The Customer can terminate his/her open-ended contract at any time by registered post. The termination will take place within 30 calendar days of receipt of the Customer's request.

11.2.3 Termination of an open-ended contract

A contract concluded for a fixed term will be tacitly renewed for an indefinite term unless the Customer sends a notice of termination by registered post one month before the contract expiry date.

For professional Customers (legal persons subject to VAT, tradespeople, craftspeople, those in liberal professions, administrative bodies and

assimilated entities), the contract will be tacitly renewed for the same fixed period as the initial contract.

If the Customer terminates a fixed-term contract before its expiry date, he/she must pay PROXIMUS a fixed, irreducible indemnity equal to the total subscription fees and/or fixed monthly amounts that are owing until the expiry of the initial contract term, until expiry of the new fixed term, if the contract has been implemented normally until its expiry. For non-professional Customers, the maximum amount of the indemnity, which also covers administrative costs, is €150.

For professional Customers (legal persons subject to VAT, tradespeople, craftspeople, those in liberal professions, administrative bodies and assimilated entities), no ceiling applies to the indemnity. The Customer will also be required to pay an indemnity corresponding to 50% of the average amount of the communications billed during the last three months (bills closed at the time of the termination), multiplied by the number of remaining months, and a fixed indemnity of € 50 per SIM card for the administrative costs generated by the premature termination.

ARTICLE 12: COMPLAINTS AND LEGAL PROCEEDINGS

12.1 Amicable settlement

Le client s'adresse à PROXIMUS en cas de difficulté relative à l'exécution de la convention, hormis dans les cas visés à l'article 6.4 ci-dessus, pour lesquels le client s'adresse au tiers vendeur.

If he/she is dissatisfied with PROXIMUS' response to his complaint, the Customer is free to address his/her complaint, in writing only, to the Ombudsman's Service appointed for this purpose by the competent authorities. The address and telephone number of this service are listed in the information pages of the telephone directory or can be requested from PROXIMUS Customer Services.

12.2 Jurisdiction

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

12.3 Applicable law

The provisions of this contract are governed by Belgian Law.