

## Object

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

- **General Terms and Conditions;**

The General Terms and Conditions set out in full the rights and obligations of Proximus and its Customers with regard to the provision of the VoIP Telephony Service.

- **Specific Terms and Conditions**

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

- **The Price List**

## Definitions

2. 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 Customer or Consumer:**

Any natural person who uses the Service for non-professional purposes

- **Professional Customer:**

Any Customer who is not a consumer.

- **Listed number**

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

- **Unlisted number**

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

- **Telephone directory (White Pages) / Directory Assistance database (1307)**

A database containing data about public telephony service subscribers, which is made available to the public in the form of a print or electronic directory or a directory assistance service over the telephone.

- **VoIP platform**

The Proximus VoIP platform consists of the following elements:

- Monitoring and security equipment to access and protect the platform;
- IP Call Handling equipment to handle all voice traffic on the platform;
- Media Gateway equipment to convert IP packets to traditional switched telephony.

- **Internal cabling**

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

- **Invoice:**

The document referred to as the 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 such third parties.

## Prerequisites

3. To submit an access request to Proximus for the VoIP Telephony Service, the Customer:

- must be the holder of an Internet access contract with Proximus, or, for professional Customers, a data connectivity contract with Proximus which is compatible with the VoIP Telephony Service;

- or, for professional Customers, must have the approval of the holder of a data connectivity contract with Proximus (which is compatible with the VoIP Telephony Service) in order to use that data connectivity for his telephone traffic.

In addition, the Customer must comply with these conditions during the full term of the contract.

If these conditions are not met, the VoIP Telephony Service cannot be provided but the contract will not be terminated automatically. The Customer must take the initiative in this regard, in accordance with the terms which apply to the termination of the contract. Conversely, the termination of the ongoing contract will not automatically lead to the termination of the Customer's contract with Proximus for data connectivity.

## Effective date and contract duration

4. The contract takes effect on the day that both parties sign the order form, and is concluded for an indefinite term, unless otherwise specified or provided. (This exception will apply in particular in case the Customer receives, free of charge or at a lower price, a product that is linked to a Proximus fixed-term subscription for Internet access, VoIP telephony, or TV, also known as a "joint offer contract".)

## VoIP Telephony Service ("Service")

5. Proximus offers the Customer a telephone connection on the VoIP platform which allows him to transmit telephone traffic and access the public switched telephone network (from the data network). Through his telephone connection on the VoIP platform, the Customer can establish voice communications at any time, to all the other Proximus telephone connections, and with all other fixed and mobile public telephone networks linked to that of Proximus and vice versa. If the Customer can also use this telephone connection for data communications (e.g. by fax, voice-band modem, or DTMF), the Customer accepts that, for technical reasons, Proximus cannot give any guarantees regarding this type of communication. Furthermore, in the framework of the VoIP Service, Proximus does not offer a function for selecting or preselecting the transporter.

6. Proximus will take reasonable measures to provide the Service according to generally accepted industry standards. Proximus has sole discretion as to the technical means necessary to establish access to this Service. Unless otherwise explicitly specified, Proximus' obligations will be considered obligations of means. If an SLA applies to the Service, it will be described in the relevant Contractual Service Description. Unless otherwise explicitly specified, such an SLA will only cover the VoIP platform and will not apply to the data connectivity.

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

international telephone numbering plan E164.

### Changes to the terms and conditions of the contract

8. Proximus will notify the Customers concerned, by any appropriate means, of any changes to the terms and conditions of the contract. Such notification must be made at least one month before the changes enter into effect (in the case of price increases or changes to the General or Specific Terms and Conditions) and at least one day before price reductions.

9. Where a Customer does not accept the new General or Specific Terms and Conditions after a change, he may terminate his contract without notice and without penalty by no later than the last day of the month that follows the entry into effect of the changes, provided said changes are to the Customer's disadvantage. In case of a price increase, the Customer may terminate his contract without notice and without penalty by no later than the last day of the month that follows the receipt of the first bill after with the rate increase. Termination may be done by any written means.

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

### Changes to and suspension of services

11. Proximus reserves the right to take all appropriate measures in order to respond to an incident involving network security or to handle threats and vulnerable situations. Moreover, if required by the conditions of operating or organizing the network or the underlying infrastructure of the Service, Proximus may modify the technical characteristics of its services. Where the measure or change is unfavorable to Customers, Proximus will inform them as quickly as possible by any appropriate means. Except in the case of force majeure, Proximus will inform its Customers at least six (6) months in advance of any changes requiring the replacement or modification of certain types of terminal equipment.

12. The maintenance and development of the underlying infrastructure of the Service may lead Proximus to limit or suspend, or even cancel, the Service. Proximus will limit the restriction or suspension of the Service to the time that is strictly necessary for carrying out such work. This maintenance work will be carried out during planned maintenance windows. These are between 10 p.m. and 6 a.m. at night on working days. In case of maintenance work on its network, Proximus will notify the Customers concerned by any appropriate means and individually if possible. The time during which the Service is not available due to this planned maintenance work is not taken into account when calculating the availability of the Service or other Service Level Agreement parameters.

13. The Customer acknowledges and accepts that his or a third party's use of the data connectivity (which the Customer uses to access the VoIP Telephony Service) may have an impact on the availability of the VoIP Telephony Service.

Where a fault or incident is due to abnormal use of the VoIP Telephony Service by the Customer, the cost of the intervention will be charged to the Customer.

### Telephone number

14. Proximus is required to allocate one geographic number per line.

For a charge, the Customer can request one or more individual numbers or one or more number series. The procedure for allocating telephone numbers is automated. However, if a Customer wishes, 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. Numbers can only be assigned if the holder of the number guarantees that the geographical service identity of that number corresponds to the address provided, both when the number is assigned and during the period that it is in use. It is essential that this address be clear and that it can be linked to the Customer on the basis of objective data.

16. The Customer keeps this number until the contract expires, unless Proximus is required to change the number for service-related purposes. Where this is the case, the Customer will be notified of the change at least six (6) months before it comes into effect. If the Customer so chooses, he may ask Proximus to change his telephone number. He will be billed for this change. If a number changes – whether this is decided by Proximus, requested by the Customer, or due to relocation – Proximus will communicate the new telephone number to callers dialing the old number for a period of three months, unless it receives a request to the contrary from the Customer or the number is unlisted. This service is provided free of charge if the Customer agrees to the standard message proposed by Proximus. For a charge, the Customer may have the standard message replaced by another. If the technical conditions permit, the Customer may also, for a charge, extend the service beyond the three-month period.

17. Where technically feasible, the Customer may, for a charge, have the telephone numbers of incoming calls displayed on his telephone, provided the callers themselves have not blocked the identification of their numbers. The Customer must have a compliant terminal to read this number. 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, the name of the holder of the line will be displayed.

Where the call originates from a connection to the network of another operator, display of the calling line number will only be possible if the operator permits the transmission of numbers to the Proximus network. 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 display of his number is automatically withheld, unless the holder of the number has authorized the disclosure of the number by programming it on his telephone.

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

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

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

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

18. When the Customer places a call to a connection with the network of another operator, Proximus transmits the number to that other operator if Proximus has concluded a reciprocity agreement with the operator and the Customer has not refused to have his number displayed.

## Telephone directory and directory assistance service

### 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](http://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/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](http://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](http://www.1207.be) and 1207 PRO) are:

- find a telephone number on the basis of a name and address and/or
- find a name and address on the basis of a telephone number and/or
- find the telephone number and name and address of a self-employed person or 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 (in print and on [www.1307.be](http://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 (in print and on [www.1307.be](http://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 professional activity, etc. For more information on the different possibilities, consult [www.1307.be/ads](http://www.1307.be/ads).

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

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

20.6. The 1307 Directory Assistance Service and the Universal Telephone Directory (print 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](http://proximus.be/privacy).

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

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](http://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](http://proximus.be/privacy).

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

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

- ensure that all personal data are accurate, complete and up-to-date;
- ensure that data subjects to whom the personal data relate are properly informed in accordance with the Data Protection Legislation that personal data relating to them may be processed by Proximus under this Agreement. For that purpose, the Customer shall inform the data subjects of the Proximus Privacy Policy and more specifically how employees can exercise their rights regarding their personal data ;
- shall provide, upon the request of Proximus, with evidence demonstrating that the data subjects have been duly informed in accordance with this article 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. Where it is technically feasible to identify the caller, Proximus will ask the holder of the number to stop making such calls.

Should the Customer nevertheless continue to receive such calls, he may contact the Ombudsman's Service. At the latter's request, Proximus will provide details of the identity and address of the originator of the malicious calls, so that they may be communicated to the Customer.

### **The Customer's obligations**

24. Proximus offers access to and enables correct caller localization by the emergency services if the physical address of the telephone line/number from which the calls are made is the same as the Customer's actual address, provided by the Customer, which is registered with Proximus for that line/number.

The Customer may not use the Service from another address than that provided to Proximus and under which said Customer is registered at Proximus.

Notwithstanding the above, if a professional Customer calls from a physical address which differs from the address that the Customer has provided to Proximus and under which the Customer is registered at Proximus (hereinafter, called "Nomadic Use"), Proximus can only guarantee access with correct localization by the emergency services with the Customer's cooperation. The Customer will ensure, in agreement with Proximus, that his telephone exchange transmits to Proximus the postal code of the site from which the call is made (instead of the end user's number) as well as the telephone number corresponding to that site, and will provide Proximus with correct and accurate data so that Proximus can correctly route and transmit that data, in a transparent way, to the switchboard of the emergency services.

For some services/options, as specified in the specific service terms and conditions, Proximus may even block access to the emergency services. Customers who choose nomadic use, as stipulated in the previous paragraph, have to bear the risks related to nomadic use of the Service for calls to emergency services. The Customer is responsible for informing all persons using the Service about any emergency access or localization limitations if (i) the Customer does not comply with the aforementioned conditions to allow access to and correct localization by the emergency services from a different physical address than the Customer's actual address registered with Proximus; or if (ii) access to the emergency services is blocked. Proximus cannot, under any circumstances, be held

liable if the emergency services are sent to a wrong address, or for any direct and/or indirect damage attributable to the Customer's failure to fulfill any of the aforementioned obligations.

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

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

27. The Customer will use the Service with due diligence, for lawful reasons, in accordance with these general terms and conditions and applicable law. The Customer will not (and will not allow third parties to) misuse and/or make fraudulent use of the Service. The Customer will only use the Service for his own account and for professional purposes. Unless otherwise stipulated, the Customer's use of the Service is limited to the duration of the contract. He may not, under any circumstances, transfer it, resell it, rent it out, lend it out, or make it available to third parties without prior written consent from Proximus.

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

29. Only terminal equipment complying fully with the legal provisions can be connected to the Proximus infrastructure. In addition, the Customer must fully comply with the technical specifications of the equipment in order to avoid any disruption of the network or Service. As regards sending and receiving fax, in particular, the Customer must ensure that his equipment supports the G711 codec or the T38 codec but with a fall-back mechanism to the G711 codec. If any provision of this article is breached, Proximus can ask the Customer to disconnect the connected terminal equipment, without prejudice to other measures set out in these general terms and conditions. The Customer shall bear any costs incurred by Proximus as a result of a breach of said provision.

30. The Customer must provide persons working for Proximus, who furnish proof of this, easy access, at any convenient time, to the premises containing the different components of the Service.

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

To ensure the proper functioning of the Service, the Customer must ensure that he himself or the data connectivity holder has the skills required for routing the volume of traffic. The Customer may be required to take measures specified by Proximus to this end. The same obligations apply if the Customer performs any act likely to result in the intensive use of the data connectivity, even if only on an occasional basis.

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

### **Rate structure**

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

### **Subscription fee**

33. The subscription fees for the number or number series must be paid in advance every month or every two months, depending on whether the Customer has reached an agreement with Proximus on monthly billing.

34. The subscription fee for the number or number series will be payable as from the day such number or number series is activated. If Proximus terminates the contract because of the Customer's failure to meet his obligations, the subscription fees for the billing period underway at the time the contract is terminated will remain due. If these subscription fees have already been paid, there will be no pro-rata reimbursement. If these fees have not yet been paid, the Customer must pay them in full.

35. In the event that a service disruption not attributable to the Customer lasts more than seven consecutive calendar days, the Customer will be entitled to the compensation provided for in the applicable VoIP SLA, i.e. the reimbursement of the subscription fee for the duration of the disruption. The period of time taken into account in calculating the amount to be reimbursed will start from the day that the disruption was reported and end on the day that the Service is restored.

### Communication charges

36. If Proximus offers a "cash collecting" service, i.e. if it allows the Customer to pay via his Proximus bill for products/services distributed by third parties, notably via numbers with a surcharge, such as 0900, etc.) the purchase or service contract will be concluded between the Customer and the third party directly. Proximus' role will be limited to the collection of payment in the name and on behalf of that third party or any organism appointed by that third party. Proximus cannot be held liable for the proper execution of the purchase or service contract as such. In case of a complaint, the Customer must contact the third party 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

37. The bills will contain the required legal mentions at the very least. For a charge, the Customer may ask to systematically receive a bill containing the following data, in addition to the legal mentions stipulated in the first paragraph:

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

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

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

38. The bill is sent every month or every two months, unless the Customer and Proximus agree to another billing period. In the event of proven or suspected fraud or serious doubts about the solvency of the Customer, Proximus may decide to bill the Customer on a monthly or weekly basis.

39. 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) fixed by Proximus.

40. For a charge, the Customer may ask to receive an interim bill. Proximus may send an interim bill or a request for an advance on the next bill if the total amount to be charged exceeds the average amount billed for all the

Customer's telephone connections, calculated over four full two-month billing periods or four full billing months, by at least €125 excluding VAT. If the telephone 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 €125 excluding VAT.

41. Proximus reserves the right to demand an advance payment or a bank guarantee, both at the time of the activation request and during the performance 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 use (e.g. an abnormally high number of units used) or which deviates from the use that another Customer would have made in a similar situation;
- in case of doubts concerning the Customer's identity;
- if the Customer provides a place of residence, permanent residence or billing address in a foreign country.

Without prejudice to the section "Suspension and cancellation", 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.

### Dispute of bills

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

The obligation to pay the disputed sum will then be suspended, regardless of whether the complaint has been filed with Proximus or with the Office of the Ombudsman for Telecommunications. The amount not contested must be paid by the normal due date.

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

Any complaint concerning the billing of a product or service sold by a third party must be directly addressed to that third-party seller.

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

If it is established that the Customer has wrongfully contested the last two consecutive bills, or three of the last six bills, Proximus reserves the right to demand full payment 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.

44. To be admissible, any complaint about amounts billed must be filed with Proximus within 30 days of the billing date, without prejudice to any other means of recourse.

### Terms and conditions of payment

45. 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 bill reference (structured communication).

46. 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.

47. If a bill is not paid in due time, Proximus will send a reminder to the defaulting Customer or the third party designated by the Customer, by any means (post, text message, e-mail). Reminders incur fixed administrative charges.

The expiry of the due date for payment indicated in the reminder will serve as official notice to the Customer. Interest on arrears calculated at the legal interest rate will be due in case the bill is not paid in time.

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 the Service exclusively for non-professional purposes, has a debt claim against Proximus, the Customer will be entitled to the same amount should Proximus remain in default of reimbursement following the Customer's request for reimbursement. On expiry of the final date for payment indicated in the reminder, all bills, irrespective of whether or not they are due, will become payable immediately without notice being served.

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

### **Proximus' liability**

49. Proximus can only be held liable in the event of fraud or serious misconduct (namely an infringement of major contractual obligations) on its part or on the part of one of its employees. In such a case, Proximus liability shall be limited to repairing only that damage suffered by the Customer that was foreseeable, direct, personal and certain, excluding the repair of any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data, loss of agreements, damage to third parties, etc.

50. Neither Party is liable for damage resulting from the other Party's failure to meet his obligations.

51. Proximus shall not be held liable for the content of information that is transferred or stored by the Customer or any third party using the Proximus products and/or services.

52. Proximus' liability towards the Customer per event giving rise to liability shall be limited to the total amounts that the Customer paid to Proximus under the Agreement over the six (6) months preceding such event causing damage (excluding the one-time fee if any). In addition, Proximus' liability towards the Customer shall, in no event exceed an aggregate amount of EUR 200,000 per calendar year. This limitation does not apply in the event of physical injury or death caused by Proximus.

53. Proximus will not, under any circumstances, be liable for damage as a result of force majeure, unforeseen circumstances, or a fault on the part of the Customer or a third party. For the purposes of this contract, "force majeure" will mean: acts of war, civil commotion, riots, civil unrest, actions on the part of civil or military authorities, embargoes, explosions, strikes or labor conflicts (including those involving Proximus employees), floods, prolonged freezing, fire or storms, power blackouts (including blackouts arising from the application of a power-cut plan drawn up by the authorities), and any other circumstances that are beyond its control, unforeseen and unavoidable.

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

### **The Customer's liability**

55. The Customer will be liable towards Proximus and third parties for the use of the VoIP Telephony Service, and will indemnify Proximus and hold it harmless in the event of any claims, complaints, rulings, damages or costs that it may incur as a result of the Customer's use of the VoIP Telephony Service.

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

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

57. §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 the Customer is prevented, by a court ruling, from obtaining access to and/or residence at the installation address, he must grant Proximus the right, at the request of the person who legally occupies the place of installation, to automatically transfer the contract to that person.

§3. The transfers described in this article are free of charge and include the transfer to the transferee of all rights and obligations arising from the contract. The transferee takes over the entire Proximus installation and services activated on the line at the time of the transfer (except for the direct debit or the social rate if applicable).

58. In the event of the Customer's death, the contract will 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.

59. If a Customer wishes to take over the telephone number(s) of another Customer, excluding the transfer cases described in the previous provisions, he must first duly complete, sign and return a special form to Proximus. He will be billed the take-over charge for the number(s) mentioned in the List of Rates and Prices. However, Proximus will only authorize the transfer of the number once all the debts relating to that number have been settled in full.

### **Suspension and cancellation**

60. §1. Proximus may suspend the VoIP Telephony Service in full if the Customer fails to comply with his obligations under this contract or under another contract, after receiving a reminder to this effect.

Proximus will fully suspend the VoIP Telephony Service if no payment is forthcoming from the Customer within three working days of sending the Customer an interim bill (not requested by the Customer) or a request for an advance on the next bill, in accordance with these General Terms and Conditions.

§2. Where Proximus notices that a Customer does not meet its obligations with regard to the terminal equipment or prohibitions relating to traffic disruptions or network elements, Proximus may fully suspend the Service within 10 working days of sending a written notification to the Customer if the latter fails to respond. Moreover, Proximus may ask the Customer to disconnect the Service from the termination point. If the Customer cannot be contacted immediately or does not immediately agree to the request, Proximus may fully suspend the VoIP Telephony Service with immediate effect until the terminal equipment has been disconnected. Proximus will inform the Customer of this suspension as soon as possible and on the next working day at the very latest. The suspension prevents the Customer



from receiving or making any calls. In the event of an exceptional increase in the Customer's usage, Proximus may be required to suspend part of the VoIP Telephony Service, after notifying the Customer in advance.

53. The notification letter will always indicate the reason for the suspension.

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

61. The subscription fee will remain payable for the entire period that the VoIP Telephony Service is suspended.

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

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

63. For a period of three months, Proximus will inform all persons calling the Customer's number that the contract has been terminated, unless otherwise requested by the Customer. This service is provided free of charge if the Customer agrees to the standard message proposed by Proximus. For a charge, the Customer may have the standard message replaced by another. If the technical conditions permit, the Customer may also, for a charge, extend the service beyond the three-month period.

64. In case of insolvency or liquidation of the Customer, the contract shall be terminated *ipso jure* and without notice being served. This notwithstanding, 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 purpose of concluding the bankruptcy or liquidation proceedings. The new contract will 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 will be claims against the debtor's estate. For the rest, these General Terms and Conditions will apply in full to this contract.

## Contract termination

65. The Customer may 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 these articles. Proximus will send the Customer written confirmation of the termination date, taking into account the technical provisions. If the Customer specifies the date on which he would like to end his contract, Proximus will make every effort to comply with this date, taking into account the technical specifications of the Service. Where no termination date is specified by the Customer, the contract will be terminated following 30 days' notice.

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. The subscription fees due for the billing period underway when the termination enters into effect will remain due. If these subscription fees have already been paid, there will be no pro-rata reimbursement. If these fees have not yet been paid, the Customer must pay them in full.

66. Penalties in case of early termination by the Customer of a fixed-term contract:

- As for professional Customers who have more than five numbers and terminate their contract prematurely, Proximus reserves the right to claim compensation equivalent to the monthly fees that would have been due if the contract was executed until the end of the contractual period underway. This compensation is not subject to VAT.
- However, by way of derogation from the foregoing subparagraph, for professional 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 early termination shall not be due if the rightful owners notify Proximus of the death by any written means, accompanied with a certificate.

67. An open-ended contract may be terminated by Proximus with three months' notice.

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

## Number transfer and portability

69. If a Customer moves, he can ask for his number to be transferred, for a charge, if his new address is within the same telephone zone. Proximus will make every effort to successfully transfer the number. For technical reasons, however, it may not be possible to port certain features or value-added services linked to the number. For subscriptions concluded as from 1 July, Proximus cannot guarantee that the different components of the Service(s) will be maintained for Customers moving to a zone covered by another new technology, such as optical fiber.

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

However, Proximus will refuse number portability if:

- the Customer asks for his number to be ported to another telephone zone;
  - the operator to which the Customer wants his number to be ported does not comply with the statutory procedures for number portability.
- The number porting will result in the termination of the Contract for that number and the termination of any additional or optional services linked to that number.

If the Customer wants only some of his numbers to be ported, he will be charged for any reconfiguration costs. Proximus will make every effort to port the number. However, this may not be possible for technical reasons.

## Complaints submitted to Proximus

71. In case of problems relating to the performance of the contract, the Customer should contact the Proximus Customer Service.

72. Complaints relating to any unjustified deactivation of the Service must be filed with Proximus within five calendar days of the deactivation. If the complaint is not filed by this deadline, the period between the fifth day and the day on which the complaint is filed will not be taken into account in the calculation of any compensation.

**Complaints submitted to the Office of the Ombudsman for Telecommunications.**

73. The Customer can contact the Office of the Ombudsman for Telecommunications (Koning Albert II 8 bus 3, at 1000 Brussel, 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.

**Competent courts and applicable law**

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

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