

General terms and conditions of the Proximus mobile phone service

GENERAL

The present general terms and conditions apply to the PROXIMUS service, excluding mobile communication equipment. This service is provided by BELGACOM in accordance with applicable laws and decrees.

A distinction must be made between:

1) The contract

The contract shall at least indicate:

- the customer's identity
- the SIM card number
- invoicing and payment information
- options chosen by the customer

2) The general terms and conditions

The general terms and conditions sum up all rights and obligations of BELGACOM and its customers in the context of providing PROXIMUS services.

3) The list of rates

The list of rates states all prices of BELGACOM services.

The contract, general terms and conditions and list of rates form the entire agreement concluded between the customer and BELGACOM.

Anyone may examine these general terms and conditions in PROXIMUS points of sale and on the website (www.proximus.be).

DEFINITIONS

The following definitions apply to these general terms and conditions:

DIRECTORY (WHITE PAGES)/INFORMATION SERVICE FILE:

A file listing the subscribers to a telephone service, accessible to the public in the form of a paper or electronic

directory or telephone information service.

CUSTOMER

A natural person, legal body or de facto association stated in the contract that holds a SIM card representing

his or its subscription to the PROXIMUS service.

SIM CARD

A card containing a microprocessor that must be inserted in an approved terminal to be able to access the PROXIMUS service. This card enables the customer to identify himself via the network, regardless of the terminal used, in order to make and receive calls, and represents the subscription to this service. It remains

the exclusive property of BELGACOM.

PROXIMUS

The registered trademark under which BELGACOM operates mobile phone and associated services.

The PROXIMUS service is contractually independent of the terminal that enables calls to be made and received.

PROXIMUS NETWORK

The mobile telephony networks set up and operated by BELGACOM.

ARTICLE 1: CONNECTION PROCEDURE FOR THE PROXIMUS SERVICE

1.1 Customer application

The customer shall submit his request for subscription to the PROXIMUS service in a PROXIMUS point of sale.

1.2 Customer identification

At BELGACOM's request, the customer must supply the following documents and information:

a) if the customer is a physical person:

- the original of a valid Belgian or European identity card or passport, to the exclusion of all other documents, including an official document temporarily replacing a lost or stolen identity or passport,
 - proof that he has a Belgian address or a permanent residence
- b) if the customer is a legal entity or de facto association
- a copy of the articles of association or statutes that were published in the annexes of the Belgian Official Gazette, as well as any amendments
 - the name of a contact person plus a Belgian phone number (other than the radio telephone or mobile phone number in question) where BELGACOM can reach this person
 - all additional documents that enable BELGACOM to verify its financial situation
- c) if the person is the authorised agent of a physical person, a legal entity or a de facto association
- proof of his identity and the authorisation.

BELGACOM must be informed immediately in writing of any change in the customer's name or address, or a legal entity's registered office, name or legal form. The customer is solely responsible for the information that he supplies to BELGACOM.

1.3 Reasons for refusal

BELGACOM can refuse a request for a subscription, access to foreign networks or certain services or options such as call divert for one or more of the following reasons:

- the customer refuses to accept the conditions stated in Article 1.2
- the customer has not observed the obligations resulting from another contract concluded with BELGACOM

MOBILE

- in the case of proven or suspected customer default or fraud
- the customer is included in the database compiled by PREVENTEL, a non-profit making association, cf. Article 2.7 of these general terms and conditions

1.4 Advance on consumption

BELGACOM reserves the right to request an advance on use at the time of connection as well as during the term of the contract in the following cases:

- in the case of proven or assumed fraud or serious doubt relating to the customer's solvency,
- if BELGACOM notes that the customer is using his access to the PROXIMUS network abnormally, i.e. a way which is non-compliant with its ordinary use (e.g. abnormally high number of units consumed) or which is non-compliant with the use that a different customer would have in a comparable situation,
- the customer does not have Belgian identity documents or
- the customer indicates a domicile, fixed residence or invoicing address abroad,
- where he requests activation of the 'ProxiWorld' option.

The maximum amount that may be requested is €350 per SIM card.

If the advance has not been paid by the due date, BELGACOM may refuse the request for connection, suspend the PROXIMUS service or terminate the contract without the customer being able to claim any compensation. This advance does not entail any interest and will be used fully for payment of the first invoices. If this advance is not used completely on the first six invoices, the customer will be entitled to approach BELGACOM to recover the excess advance paid.

1.5 Entry into force and duration of the contract

Except where there are stipulations stating otherwise, the contract exists from the time agreements are exchanged and starts on the date BELGACOM activates the SIM card on the Proximus network.

Subject to express and written mention of a specific duration, the contract is concluded for an unlimited period.

If the customer then activates one or more additional SIM cards, the duration of this or these card(s) is determined by the customer's first SIM card.

1.6 Changes in the contract's conditions or cancellation of the rate plan

BELGACOM undertakes to inform the customer, by all appropriate means, of cancellation of the rate plan and the date up to which the customer can opt for a different rate plan.

BELGACOM undertakes to inform the customer of changes to these general terms and conditions and price increases by all suitable means. Subject to any dispensation awarded to BELGACOM by

B.I.P.T (Belgian Institute for Postal Services and Telecommunication), this information will be provided at least one month prior to the modification.

A customer who does not accept the new conditions imposed by the change in the general terms and conditions may cancel the contract without a penalty by addressing a registered letter to BELGACOM at latest on the final day of the month following the entry into force of the modifications.

ARTICLE 2: BELGACOM'S SERVICES AND OBLIGATIONS

2.1 The PROXIMUS service

2.1.1 BELGACOM is solely bound by a best effort commitment and shall deploy all the resources needed to ensure the PROXIMUS service operates effectively.

It alone shall determine which technical resources are required to access this service under the most favourable conditions without being obliged to extend the network or to increase network capacity.

Mobile telephony is a type of wireless communication and works by transmission of radio signals. As these

signals can be disrupted due to external sources or obstacles found in buildings, vegetation or the topography

of the land, perfect transmission cannot be guaranteed at all times and everywhere. The quality of the PROXIMUS service also depends on the quality of the customer's terminal.

2.1.2 BELGACOM shall provide the consumer with as much information as possible regarding the possibilities of the PROXIMUS service, the applicable charges, the options available and use of the SIM card

in Belgium and abroad, when concluding the contract at the very latest.

The SIM card may be programmed in a preferential way outside Belgium depending on the country. The customer can nonetheless manually select a network on which he wishes to make and receive calls provided

that BELGACOM has concluded a roaming agreement with this other network.

2.1.3 Every SIM card shall have a PIN code (personal identification number) and a PUK code (personal unlocking key). These codes shall be assigned by BELGACOM and notified to the customer when the SIM card is handed over. Their instructions for use depend on technological development and are explained in the mobile terminal's manual.

Programming of the SIM can be modified at any time by BELGACOM.

2.1.4 BELGACOM shall provide customer service 24 hours a day, 7 days a week, to meet customer needs where possible.

This customer service department shall deal with customer questions and complaints relating to any shortcomings in the operation of the Proximus service.

The customer can also use this service if his SIM card is lost, stolen or becomes defective.

The customer has been informed, accepts and agrees that calls from or to the BELGACOM customer service department can be recorded in order to act as proof where there is a dispute relating to a commercial transaction.

2.1.5. When the mobile communication terminal allows, the customer can ensure that certain types of calls are

blocked from his handset. Activation of this restriction may be subject to a charge, except as regards restriction on calls to national numbers with increased rates, national numbers with increased rates used to

supply adult content, and international numbers with increased rates that are not operated in compliance with

the international E164 telephone numbering system.

2.2 Access to the PROXIMUS service and disturbances

BELGACOM undertakes to activate the SIM card and to eliminate any disturbance that it is aware of as soon as possible.

2.3 Phone number

BELGACOM must assign one phone number for every subscription, unless the customer transfers his number from another operator to BELGACOM.

A different phone number can be assigned to customers who request it.

BELGACOM will examine this request, while taking account of technical possibilities.

BELGACOM may charge the customer for any costs relating to changing a phone number. If the customer's phone number needs to be changed for service purposes, he will be informed at least two months in advance.

2.4 CLIP/CLIR

CLIP: displays the identification of the caller's line on the mobile handset screen.

CLIR: restriction on identification of the caller's line.

If technical conditions allow and provided that his mobile handset has this functionality, the customer receiving

a call will see his correspondent's phone number displayed on his handset's screen (CLIP), assuming that the

latter has not forbidden this (CLIR). If the call comes from a different network, display of the correspondent's

phone number will only be possible if the operators of the other networks involved authorise transmission of

the said number.

The customer can refuse to have his phone number displayed (CLIR) when signing the PROXIMUS contract

or at any other time by contacting the PROXIMUS customer service department (this means that the customer

can decide to change from the phone number 'permanent display' option to phone number 'permanent hiding'

(CLIR) and vice versa at any time free of charge). The CLIR function does not work for the transmission of SMS or MMS messages.

During call diversion or transfer, the last customer called (i.e. the person to whom the call is diverted) will see

the first caller's phone number appear on his mobile handset screen.

Numbers of persons calling emergency services 100, 101, 102, 110 and 112 are systematically presented to

the emergency service, even where the customer has prevented the display of his number.

2.5 Alteration and suspension of services

If the operating or organisational conditions of the Proximus service so require, BELGACOM can alter the technical characteristics of its services. Moreover, in the framework of data services, BELGACOM

MOBILE also formally reserves the right to alter access points for access numbers on BELGACOM's network as well as the login procedure.

Excluding cases of force majeure or when this is impossible for practical or technical reasons, BELGACOM

MOBILE will inform the customer of any change leading to a terminal replacement or change at least 12 months in advance. The customer cannot claim any damages resulting from this replacement or change.

If, as a result of certain operational requirements, the service must be permanently limited or suspended, BELGACOM undertakes to inform the customers concerned by all available means. In any case, these customers have the possibility of terminating the contract according to the procedures stipulated for terminating an open-ended contract (cf. Article 12.2(2) of these general terms and conditions).

2.6 Safeguarding privacy

2.6.1 Personal information relating to the customer, call data and phone numbers is included in BELGACOM

MOBILE's databases and is processed by BELGACOM or third parties on its behalf and under its control for the execution of the Proximus agreement, in order to:

- send invoices, receive payment and to check it,
- track fraud,
- offer location-based services,
- undertake market research,
- organise management and information as part of contractual relations with the customer,
- arrange information or promotional campaigns relating to products and services offered by BELGACOM MOBILE. Customers who do not wish to be canvassed by BELGACOM in the context of direct

marketing prospecting can request to be included in the list drawn up for this purpose at any time by contacting BELGACOM.

- distribute telephone directories.

Except where the customer formally objects, BELGACOM is authorised to market the customer's data referred to in this article.

BELGACOM will use the personal data of customers who have terminated their subscription in order to keep them informed of new BELGACOM products or services, except where the customer states he disagrees, using the procedure described below.

The processing manager is BELGACOM, whose headquarters are located at 27, Boulevard du Roi Albert II 1030 Brussels.

On making a dated, signed request to BELGACOM, a customer who proves his identity can inspect data referring to him and can correct data which is incorrect free of charge.

2.6.2 To offer location-based services, BELGACOM processes data relating to the customer's location. This data is kept for four months to help the customer in the event of technical problems. If the location-based service is offered by a third party, the data is transmitted to this third party in this case.

2.6.3. Among other items, BELGACOM forwards personal data relating to customers that do not fulfil their obligations to the company to PREVENTEL ASBL, referred to in Article 2.7, so that these customers can

be recorded in the shared file held by members of the said non-profit making association [ASBL].

2.6.4. BELGACOM will communicate data on the identification and location of persons calling the emergency services to the relevant authorities, in order to cooperate with the services concerned and in view

of its obligation to assist anyone in danger.

2.6.5. BELGACOM will keep customer data for a maximum period of 10 years after a person is no longer a BELGACOM customer. For some categories of data, this retention period does not apply and may be shorter than this period in compliance with the legislation in force.

2.7 PREVENTEL ASBL

BELGACOM is a member of PREVENTEL, a non-profit making association, whose objective is to set up, manage and update a shared database held by its members (hereinafter referred to as 'the file'). The file's

objective is to prevent and combat proven or presumed cases of fraud or non-payment relating to the supply of

telecommunication services offered by PREVENTEL members in Belgium.

BELGACOM consults the file each time a new customer requests a subscription and can refuse to issue a subscription to persons listed in the file.

Customers shall be informed in advance of their inclusion in the file, in compliance with Article 2.6.3. They can

subsequently obtain the personal data relating to them from PREVENTEL ASBL, the file manager, by forwarding their correspondence to the following address: Uitbreidingstraat, 84 b3, 2600 Berchem. If service is

refused or limited because the prospective customer is listed in the PREVENTEL database, the candidate customer can contact PREVENTEL if he believes he is wrongly included in the said list to present his viewpoint based on supporting documents. For information in greater detail, the customer can access the public register available at the Protection of Privacy Commission.

The customer will be notified of the deletion of his data from the file.

2.8. Malicious calls

A customer who receives malicious calls can contact the Mediation Service. At its request, BELGACOM MOBILE will inform him of the identity and address of the customer who is the source of the malicious calls, if

it has the required data.

2.9 Phone directories and information services

2.9.1. The functions of the White Pages directory, the electronic directory and the information service are to

find a customer's phone number on the basis of the name and address which he has communicated and/or on

the basis of the phone number, to find the customer's name and address and/or on the basis of a professional activity, and to retrieve the customer's phone number, name and address (only for the self-employed and companies).

2.9.2. The holder of a mobile phone number is entitled to a free listing in the White Pages directory and in the information service. As a result, if the customer has several mobile phone numbers on the same customer account, he is only entitled to one free listing. Persons cohabiting with the holder of a mobile phone number are entitled to a free listing under their own name, subject to receiving written agreement from the holder. The customer is responsible for the correctness of the data that he communicates to BELGACOM.

2.9.3. The choice of being listed or not in the White Pages directory, the universal information service as well

as other directories and other information services is offered to the customer when the contract is signed. If

the customer does not fill in the corresponding fields of the contract for the directories and information services, his number will be considered private. The name and address of customers with private numbers are

only communicated to the publisher of the White Pages directory for the sole purpose of providing it with a directory, in compliance with the legislation in force.

2.9.4. In the case of customers who have opted to appear in the directory and information service, the following data appears free of charge in the telephone directory and the information service: the mobile phone

number, the user's surname and first name or its company name and address. This data is entered in the BELGACOM 'Directories' file and will be reproduced automatically in the later editions of the universal directory, except where there is a notice to the contrary from the customer addressed in writing at

least 6 months before the closing date of the volume in which the listing is included. The specific procedures

for entry in the directories are described in the contract.

Provided that BELGACOM is informed, any change in a component in the customer's listing will be entered as quickly as possible in the database forwarded to publishers of directories, as well as the Belgacom information service.

2.9.5. Customers who do not want their telephone number, name and address to be found on the basis of their

professional activity can block this free of charge by telephoning the BELGACOM customer service department.

2.9.6. Distributing telephone directories is not within BELGACOM's remit; it is organised in compliance with the regulations in force.

2.9.7. In compliance with the regulations in force, BELGACOM transmits the customer's telephone number, name and address to all publishers of directories and suppliers of a telephone information service except where the customer has a private number or has indicated his disagreement.

2.9.8. The "Mailbox 1405" service allows someone to leave a message on your voicemail via the 1207 service, without your mobile number being disclosed to that person. To offer this service, BELGACOM makes your personal data and mobile number available to Belgacom's Directory Information Services, which provide this service to BELGACOM. If you do not wish to receive any "Mailbox 1405" messages on your mobile phone, please inform BELGACOM's customer service or call 0800 93 742 toll-free.

ARTICLE 3: THE CUSTOMER'S OBLIGATIONS

3.1. The customer is obliged to take all useful precautions to keep his PIN and PUK codes secret as well as

any code communicated to the customer for access to any service offered by BELGACOM. He is responsible for any malicious or abusive use resulting from voluntary, fortuitous or accidental communication

of the said codes and the SIM card.

3.2 The customer is solely responsible to BELGACOM for use of his connection.

The customer must use the Proximus service as on a responsible stewardship basis and must comply with the contract's stipulations.

3.3 The customer is personally responsible for payment of all amounts due. Any person other than the customer who makes a payment does not acquire any rights vis-à-vis BELGACOM by virtue of this payment.

If the customer gives, loses or lends out his SIM card or informs others of his PIN and/or PUK code, as well as

any code given to the customer to access a service offered by BELGACOM, the customer remains responsible for use of the subscription as well as payment of the amounts he owes BELGACOM within the limits stipulated in Article 8.

3.4 Only approved terminals in perfect condition may be connected to the network. The customer undertakes

to respect this stipulation every time he uses the terminal connected to the network. BELGACOM reserves the right to take any necessary measures to safeguard its network, if the terminal the customer is using proves to be of dubious origin.

3.5 If it turns out that a terminal is interfering with the smooth operation of the network and/or the function it

provides and/or if BELGACOM suspects that a terminal is violating a relevant stipulation of the PROXIMUS general terms and conditions, then the customer must present his full equipment on BELGACOM

MOBILE's request for inspection purposes and BELGACOM can suspend the PROXIMUS service for this customer where it considers this appropriate.

In the event of a customer complaint relating to the operation of the service, BELGACOM will undertake an investigation to establish whether the poor operation can be ascribed to the network infrastructure. If this proves not to be the case, BELGACOM can request the customer to present his mobile handset for inspection purposes.

3.6

3.6.1. As regards the PROXIMUS service, the customer is forbidden to use a mobile handset which incorporates any equipment that may lead to disturbances or affect the integrity of the network or its correct operation in any way.

3.6.2. Unless special agreement to the contrary has been given by BELGACOM, the customer is forbidden to place the PROXIMUS service fully or partly at the disposal of third parties, to transfer it to third

parties or to grant them use of telecommunication services in the customer's own name and on his own behalf.

3.6.3. It is forbidden to use the Proximus service:

(a) in a way that means certain functions of the PROXIMUS network or a network linked to the PROXIMUS

network can no longer be executed correctly (e.g. transmission of the caller's identification number, except where stipulated otherwise, transmission of the transmitting mobile phone IMEI number, interception and recording of calls under an order from an authorised legal or administrative authority or recording and saving

of call and identification data) and/or whereby the PROXIMUS service is used to forward calls transferred to a location other than where the customer is situated, and in the context of any activity covered by Article 3.6 point 2 and/or

(b) in a way that identification or localisation of the caller following an emergency call is no longer possible or

in a way that makes it possible to avoid the interconnection rates invoiced by BELGACOM and/or

(c) with a device whose use BELGACOM deems includes the prohibited uses stated in the abovementioned

points (a) and/or (b).

The stipulations listed in Article 3.6. are considered violated by the customer who will have to prove the

contrary if he purchases an abnormally high number of SIM cards or has consumption (incoming and outgoing calls, SMS, use of Voice Mail, type of calls) which differs from the average consumption of other PROXIMUS

customers in comparable circumstances.

Proof of the above-mentioned prohibited use can be provided by BELGACOM by any means including data and reports from its own systems or from systems provided by third parties or other operators of

telecommunication networks used to send the communication.

The customer and BELGACOM shall regard these data and reports as credible evidence, except where there is proof to the contrary.

3.7 The customer shall refrain from any attempt to copy technical identification data from the SIM card and,

more generally, any abusive or fraudulent use of his SIM card.

3.8 The customer undertakes not to use the PROXIMUS network or any services offered by BELGACOM MOBILE in a way that violates public order and common decency.

3.9 Within the context of the PROXIMUS service, the customer undertakes to respect the applicable laws well

as intellectual property and other rights held by third parties.

3.10 All expenses borne and all payments made by BELGACOM (e.g. third party damages, third party interest, repair costs, etc.) resulting from a customer violation of Article 3 shall be at the customer's expense, without prejudice to all other BELGACOM rights and claims.

ARTICLE 4: Provisions linked to use of the Vodafone Live! portal and Internet access

4.1. The customer can register and/or subscribe for services made available via the Vodafone Live! portal or

via Internet access. Any use of the Vodafone Live! portal is subject to these general terms and conditions, as

well as the specific conditions of use stated within the Vodafone Life! portal. A customer who uses the PROXIMUS service to access the Internet also declares that he is familiar with how the services operate, the

Internet, the rules for use of the Internet and accepts these. Access to the services and products proposed via

the Vodafone Live! portal or via an Internet access can depend on the technical functions of the mobile handset.

4.2. BELGACOM reserves the right to modify or eliminate certain interactive services at any time and to propose new ones.

4.3. The customer can only use the Vodafone Live! portal and Internet access for private purposes, to the exclusion of any commercial goal. In particular, the customer shall refrain from allowing third parties to access

services offered via the Vodafone Live! portal or access to the Internet on the basis of the third parties making

a financial or non-financial counter-payment.

4.4. The customer shall similarly refrain from using the Vodafone Live! portal or Internet access in an abusive,

fraudulent or excessive way, notably by voluntarily or involuntarily overloading the BELGACOM email servers and/or data addressees (spamming, junk e-mails, etc.) or by sending messages that generate a substantial number of responses which may therefore affect the availability of the PROXIMUS servers or network. BELGACOM reserves the right to block the receipt of e-mails by its servers that are not protected against 'open relay', i.e. servers sending emails that are not addressed to the company and similarly

that allow the massive transmission of unsolicited messages.

4.5. Data likely to be protected by intellectual property rights or likely to violate legal provisions in force may be

accessible through a connection to the Vodafone Live! portal or the Internet. Subject to explicit agreement from BELGACOM or a third party, the customer shall refrain from storing, copying, downloading or sending any data that is prohibited, illicit, illegal, contrary to common decency or public order or which

damages or is likely to damage the rights of third parties, and notably intellectual property rights.

4.6. During a connection to the Internet, it is up to the customer to take all the appropriate steps to protect his

own data and/or software, notably against contamination by any viruses circulating on the Internet or against

the intrusion by a third party into his mobile handset. The customer also acknowledges that he is fully informed

of the lack of reliability of the Internet, especially in terms of the absence of security relating to the transmission of data and the absence of guaranteed performance relating to volume and the speed of data

transmission. The customer acknowledges that he has been informed that the integrity, authentication and confidentiality of information, files and data of all types that he wishes to exchange on the Internet cannot be

guaranteed on this network. The customer therefore is fully responsible for any possible violation of confidentiality of the data transmitted via the Vodafone Live! Portal or Internet access.

4.7. As regards content, products and services offered by third party companies accessible via Vodafone Live!

or the Internet, the customer shall address any claim relating to execution of the said services or sale of the

said content and products directly to the third party companies which marketed the said services, content and

products. The customer can obtain the address details of the third party companies whose content is accessible via Vodafone Live! by visiting the PROXIMUS website, www.proximus.be.

4.8. BELGACOM cannot be held responsible for:

- the content, accuracy and/or integrity of information and data transmitted and which uses the Vodafone Live! portal or Internet access,
- losses, damage, errors or omissions, interruptions, faults, theft, loss and destruction of data which may arise during access by the customer or a third party to the Vodafone Live! portal or the Internet, except in the case of fraud or a serious fault by BELGACOM,
- cases of delayed response, non-accessibility and/or total or partial non-functioning of the Vodafone Live! portal, Internet access or access to services proposed via the Internet,
- cases of modification of the offer of services on Vodafone Live! and on the Internet due to publishers, producers and broadcasters of content or imposed by legislative or regulatory provisions,
- violations or fraud committed by the customer or any third party via the Vodafone Live! portal or Internet access.

4.9. In view of the secrecy which should be enjoyed by private correspondence, BELGACOM does not exercise any control over the content or characteristics of data transmitted or received by the customer on

the PROXIMUS network and/or the Internet. However:

- BELGACOM reserves the right to process communication data relating to the Vodafone live! portal and Internet access in compliance with Article 2.6 above.
- In order to ensure good management of the access system to Vodafone Live! and the Internet, BELGACOM reserves the right to delete any message or to prevent any operation by the customer likely to disturb the correct operation of the PROXIMUS network, the Vodafone Live! portal or the Internet or which does not adhere to rules for ordinary use. The customer acknowledges that he has been informed that if BELGACOM is alerted by a third party or by the judicial authorities by whatsoever means of the illegal nature of content transmitted by the PROXIMUS network, BELGACOM will hand over the said content to the authorities in charge of ensuring compliance with the law. Moreover, after receiving a complaint that presents a sufficient number of items with evidential value, BELGACOM reserves the right to suspend or interrupt access to the Vodafone Live! or Internet portal immediately for a customer who issues or transmits litigious content, without notice or compensation.

4.10. As BELGACOM does not exercise any control over content, parents are invited to supervise use made by their under-age children of access to the Vodafone Live! portal and the Internet via the PROXIMUS service.

4.11. BELGACOM reserves the right to suspend access to the Vodafone Live! portal fully or partly in

the event of force majeure or to maintain access to or the operation of these services, without notice or compensation. Insofar as possible, BELGACOM will inform the customer of this suspension within reasonable time frames by all means deemed appropriate and will take the necessary steps to ensure this suspension is reduced to an absolute minimum.

4.12. The customer undertakes to compensate BELGACOM for any loss arising from the customer's failure to respect his obligations arising from this article.

ARTICLE 5: INVOICING

5.1 Apart from the legally required specifications, the standard invoice sent to the customer shall contain at

least the following elements:

- connection costs, if applicable
- the subscription charge for the basic service or the fixed amount
- additional subscription charges for options and/or services with a surcharge
- the total charge for national calls
- a detailed breakdown of the charges for international calls and/or other calls (with the exception of SMS messages, MMS messages and services offered by third parties).

Provided he submits a request in writing, the customer can opt for a more summarised or more detailed type

of invoice at any time. However, the customer cannot obtain details of charges for messages consisting of text

or figures (i.e. images, symbols, etc.) sent from his mobile handset.

Where applicable, the detailed costs relating to the use of the information service via SMS will be indicated on

the invoice as a monthly fixed amount, the number of SMS messages or the number of consultations of the

information service.

The invoice is sent to the customer each month as a single copy. The first invoice following activation of the

PROXIMUS service may be sent between two normal invoicing dates.

5.2 Any complaints regarding the amounts charged for calls, subscription charges or paying options must be

submitted within two months following the date that the invoice was drawn up. After this period, it is assumed

that the customer has accepted the invoice in principle and as regards the amounts.

5.3 Submission of a complaint does not release the customer from his obligations to pay the uncontested amount. If the invoice is contested, the customer can receive a detailed invoice on request free of charge.

5.4 In his relations with BELGACOM, the customer acknowledges the validity and evidential status of invoices and all documentation enabling invoices to be drawn up.

ARTICLE 6: CONDITIONS OF PAYMENT

6.1 The amounts invoiced by BELGACOM must be paid within the due date shown on the invoice.

Payment must be made in Brussels to the account number BELGACOM has indicated while stating the references listed in the invoice. BELGACOM is not obliged to accept payment in cash.

6.2 The customer who claims that he did not receive any invoice must pay the amount indicated by BELGACOM. A duplicate may be sent at the customer's request. If there are repeated requests for a duplicate invoice, administrative costs may be charged.

6.3 BELGACOM retains the right to charge administrative costs of up to 15% of the total amount owed for any late payment, with a minimum set at €60. This compensation will be used to cover recovery costs.

If the connection has to be reactivated following suspension in accordance with Article 11, BELGACOM MOBILE retains the right to charge for reactivating the connection in addition.

6.4. If the customer makes a partial payment and if this payment does not totally correspond to the outstanding amount relating to use of the PROXIMUS service or M-commerce documents, BELGACOM MOBILE reserves the right to allocate this payment as it deems fit to the still outstanding amounts.

6.5. If a monthly invoice is not paid within the periods stated on the invoice, BELGACOM will send a reminder to the defaulting customer. The reminder will set a new payment deadline. At the expiry of the

deadline set by the reminder, overdue-payment interest calculated at the legal rates will be payable. As of the third reminder within a 12-month period, BELGACOM reserves the right to invoice administrative expenses whose amount is set at €5. The 12-month period starts when the first reminder is sent. The first reminder interrupts statute of limitations periods.

ARTICLE 7: THE LIMIT OF BELGACOM'S LIABILITY

7.1. Generally speaking, BELGACOM's liability is only engaged in the event of fraud or a serious fault by the company or by one of its employees.

Moreover, the customer acknowledges and accepts that BELGACOM does not accept any liability for intangible loss as well as for loss such as loss of profit, loss of revenue, interruptions of business and loss or corruption of data.

Without prejudice to imperative legal provisions, in all cases where BELGACOM may be declared liable, this liability is limited to €650,000.

7.2 BELGACOM cannot be held liable as the result of wrong use of the PROXIMUS service, in the event of poor operation of the mobile terminal and/or accessories or for the non-performance of the SIM card in an unapproved handset.

7.3 BELGACOM cannot be held responsible for any loss resulting from the content of conversations and messages. It cannot be held liable for services or their invoicing, when these are offered by third parties

via the Proximus service.

7.4 BELGACOM cannot be held liable for any loss arising from the intervention of a third party.

7.5 BELGACOM cannot be held liable for any loss resulting from activation/deactivation by the customer of specific services/options, e.g. deactivation of the PIN code.

7.6. BELGACOM rejects all responsibility for any loss whatsoever which may arise from the customer's decision to deactivate the PIN check.

7.7. The customer is informed of possible risks inherent in use of a mobile handset, and more particularly the

dangers that may result from using the mobile handset while driving a vehicle.

BELGACOM cannot be held liable for loss which may result from an accident caused by use of the mobile handset while driving a vehicle.

The customer is informed of possible disturbances that the mobile handset may induce in certain sensitive equipment such as medical devices, aircraft, etc. It is therefore essential for the instructions given by persons

responsible for such equipment to be respected strictly. BELGACOM cannot be held liable for loss that may result from failure to adhere to these instructions.

ARTICLE 8: THE CUSTOMER'S LIABILITY

8.1 The customer is liable vis-à-vis BELGACOM for any direct or indirect damage resulting from the inappropriate use of networks and/or PROXIMUS services and must pay BELGACOM for the loss suffered as a result.

8.2 The customer is liable for any damage caused to BELGACOM or to third parties as the result of the use of the SIM card, no matter by whom and on whatever mobile terminal, even in the event of loss or theft. If loss or theft occurs, the customer shall remain liable for the payments due under the contract unless

he informs BELGACOM immediately by telephone of the loss or theft and at the same time instructs BELGACOM to suspend the connection. In this case the customer shall not be obliged to pay for the actual use of the SIM card after the aforementioned notification and instructions to BELGACOM.

The customer must confirm his declaration immediately by registered letter addressed to BELGACOM MOBILE.

The suspension of the connection under these conditions shall not lead to the cancellation of the contract between BELGACOM and the customer; any remaining payment shall remain due. The line shall be reactivated after receipt of a request from the customer.

ARTICLE 9: TRANSFERABILITY OF THE NUMBER

The customer may ask to have his number transferred to another operator. The customer, who would like a

number transferred to another operator, must apply to the latter. The new operator shall take the necessary

steps on behalf of the customer with BELGACOM with a view to transferring the number and termination of the contractual relationship between the customer and BELGACOM. The procedures described in Article 11.2 will apply as regards the transferability of the number to a different operator leading to

the termination of the contract by the customer.

Only numbers that have not been deactivated can be transferred. Those services that the customer obtained

from BELGACOM may not be transferred. Similarly BELGACOM cannot guarantee

customers that transfer their numbers to it that it can offer them the services that they enjoyed previously. The

customer will be unavailable for a period during the transfer of the number.

BELGACOM shall refuse the number transfer:

- if the operator to whom the customer wishes to transfer the number does not adhere to the legal procedure

for transferring numbers,

- in the event of proven or suspected fraud by the customer or a third party.

BELGACOM shall take all reasonable steps to enable the smooth transfer of the number. Due to technical reasons or the intervention of another during transfer, the number transfer facility may not be available or errors may occur when transferring the number.

BELGACOM cannot be held responsible for any damage resulting from the faulty transfer of one or more numbers, technical unavailability or any errors that occur when the number is transferred.

ARTICLE 10: TRANSFER OF THE AGREEMENT

The customer can only transfer his rights and obligations resulting from the contract if he complies with the formalities required by BELGACOM, if BELGACOM approves and the customer accepts the financial conditions for such a transfer. BELGACOM retains the right to transfer all or part of its rights and obligations resulting from the contract with the customer to a third party without the customer's permission.

ARTICLE 11: SUSPENSION AND TERMINATION

Suspension or termination shall also apply to any optional services on the connection concerned.

11.1 Suspension and termination by BELGACOM

11.1.1 Suspension

BELGACOM can, without serving notice, suspend all or part of its PROXIMUS services if the customer does not adhere to his obligations to it, does not fulfil the conditions for use of the service or when

the number of consumed units appears to be abnormally high. BELGACOM may also suspend all or part of the Proximus service without serving prior notice if the customer does not or no longer satisfies all the

conditions of Article 1.3 or if he has provided BELGACOM with false or incomplete information during his application or during the execution of the contract. The cost of suspension and reactivation shall be borne

by the customer.

Suspension takes place without the customer being entitled to claim any compensation. It ends when the customer has met all his obligations and is registered as such with BELGACOM. Even in the event of suspension of the service, the customer must adhere to all obligations incumbent upon him by virtue of the contract.

11.1.2 Termination

If the customer has not rectified the situation within 15 days of suspension, BELGACOM may legally terminate the contract by means of a minimum notice period of 15 calendar days. This termination shall be implemented without the customer being entitled to claim any compensation and without prejudice to the payment of amounts he still owes i.e. remaining subscription costs and/or fixed amounts that remain payable

in the event of an open-ended contract.

The contract shall lawfully terminate if the customer (legal entity or de facto association) becomes insolvent.

11.2 Suspension and termination by the customer

11.2.1 Suspension

The customer may suspend his connection at any time for a specific period. This suspension may be imposed

without reduction in the subscription charge and/or fixed amount owed during the period of suspension.

11.2.2 Termination of an open-ended contract

The customer may terminate the contract at any time either by registered letter transmitted by post.

Termination shall take place within 30 calendar days after receipt of the customer's request.

11.2.3 Termination of a fixed period contract

A contract concluded for a specific period shall be renewed for an unspecified period by tacit agreement if the

customer has not terminated the contract by registered letter one month before the expiry date.

If the customer cancels a fixed-term contract before the expiry date, he is obliged to pay fixed and irreducible

compensation to BELGACOM, equal to the total amount of the remaining subscription charges and/or the monthly fixed amounts until the end of the original duration of the contract as if the contract had been continued until the expiry date. For non-professional customers, the maximum amount of compensation

which also covers administrative costs is €150.

For professional customers (legal entities subject to VAT, retailers, artisans, practitioners of the liberal professions, government bodies and related entities), the amount of the above-mentioned compensation is not

capped. Moreover, the customer will be liable to pay compensation corresponding to 50% of the average amount charged for communications over the previous three months (in invoices closed at the time of termination) multiplied by the number of remaining months, plus fixed compensation of €50 per SIM card to

cover administrative costs incurred as a result of the early termination.

ARTICLE 12: COMPLAINTS AND DISPUTES

12.1 Amicable settlement

The customer may contact BELGACOM in the event of problems concerning the execution of the agreement.

If the customer is not satisfied with BELGACOM's response to his complaint, the customer is free to contact the Mediation Service set up by the competent authorities for this purpose in writing only. The address

and telephone number of this service can be found in the information section of the telephone directory or can

be requested from the BELGACOM customer service department.

12.2 Jurisdiction

Any dispute regarding the existence, interpretation or execution of the contract, which cannot be settled amicably, shall come under the sole jurisdiction of the courts in the judicial district of Brussels.

12.3 Applicable law

The provisions of the contract are subject to Belgian law.