

Invoice Split

Special terms and conditions (User)

1. Definitions

The 'Invoice Split contract' is the contract that specifies the Invoice Split option under the agreement reached with the Organisation for the provision of a Service.

The 'User' is the natural person, depending on the circumstances an employee of the Organisation, who uses the Service.

The 'Organisation' is the legal entity or de facto association with which Mobistar has reached an agreement for the provision of a particular Mobile Voice or Data service or Fixed service (hereinafter referred to as "Service") and which is the holder of the Service.

'Third Party Services' are calls or messages to special numbers for games, ringtones, chat and other services that are made available by these special numbers.

2. System

- 2.1 Invoice Split is an option under the agreement reached with the Organisation for the provision of a Service. In its Invoice Split contract, the Organisation indicates the cards or lines and the Users for which the Invoice Split option applies.
- 2.2 Both the Organisation and the User must sign an agreement for the Service on the one hand and sign an Invoice Split contract on the other hand.
- 2.3 The User undertakes to pay his/her contribution in the costs of the Service, as agreed with the Organisation.
- 2.4 Only the Organisation can request changes to the amount or the percentage of the invoice amount agreed in the Organisation's Invoice Split contract. The change will be effective as of the next invoice period. If the Organisation terminates the Invoice Split contract for one of the Users, irrespective of the reason, the Organisation reserves the right to continue the Service in question on the level of the Organisation.

3. Invoicing

User

Every User receives a monthly invoice to the address he/she specified (invoice address) with the owed amount. The invoiced amounts must be paid within 10 days upon receipt of the invoice. Invoices are settled via automatic payment order:

- a. to a Belgian bank account;
 - b. on a Visa, Eurocard, MasterCard or American Express credit card.
- This automatic transfer is paid using a form made available by Mobistar.

Organisation

The monthly invoice received by the Organisation specifies the costs it will pay directly to Mobistar for its respective Users.

Invoicing of 'Third Party Services'

Amounts owed by the User for the use of 'Third Party Services' are not included in the monthly fee allocated to the User and paid by the Company to Mobistar, but are blocked or payable in full by the User to Mobistar.

4. Non-payment

Non-payment by the User or the Organisation will be treated in accordance with the general contract terms and conditions applicable to the Service in question.

When non-payment is determined by one of the parties involved in the Invoice Split, Mobistar reserves the right to suspend the Service. In case of non-payment by the User Mobistar is entitled to recover the total owed amount from the Organisation, which undertakes to pay this amount.

5. Provisions of the Mobile Service agreement

- 5.1 If the actual costs of the monthly invoice of one of the Users are lower than the monthly amount determined by the Organisation, the Organisation shall only pay the actual costs. All costs that exceed the predetermined amount shall be charged to the User.
- 5.2 If the 'Rollover option' is activated and the actual costs of the User's monthly invoice are lower than the monthly amount determined by the Organisation, the Organisation shall only pay the actual costs for that month and the difference will be credited for the User for the next month. The resulting User credits are not limited in time but are limited to an amount of the monthly amount payable by the Organisation.
- 5.3 Detail of the User's communications
The User accepts that Mobistar, at the Organisation's request, will notify the details of the User's communications, which correspond with the part payable by the Organisation. The Organisation undertakes to apply the laws on the protection of privacy. The Organisation is responsible for every complaint and/or request formulated by a User regarding this, and shall safeguard Mobistar from this.

6. Additional agreement

No rights can be derived from the Invoice Split contract for the Users vis-à-vis Mobistar. The Invoice Split contract concluded with the User is an additional agreement to the contract concluded between the Organisation and Mobistar. The User therefore acknowledges that the used MSISDN number or landline belongs to the Organisation.

7. General contract terms and conditions

The Invoice Split contract is part of the general contract terms and conditions applicable to the Service Mobistar provides. In case of contradiction the Special terms and conditions of the Invoice Split have priority over the general contract terms and conditions.