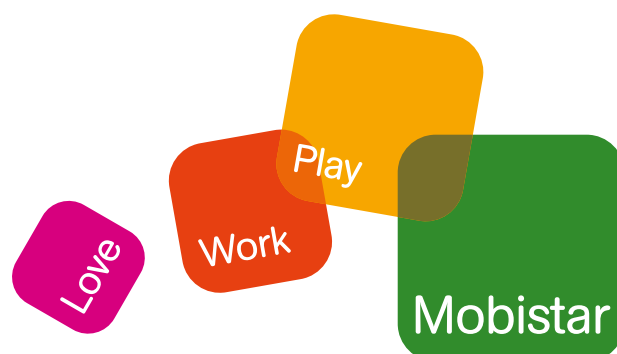


# Mobistar Business Solutions

## Conditions for Services



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## General terms and conditions

### 1. Definitions

Throughout these Terms and Conditions for Services, and within the Special Conditions, the following terms will have the hereinafter-described meaning. The defined terms will be capitalized within the text.

**'Activation'** or **'Activating'** refers to making a Service or Option operational, so that the Customer can make use of this Service or Option.

The **'Agreement'** is the contractual relationship between the Customer and Mobistar, on the basis of which one or more Services are delivered. This Agreement is defined by all Contracts, these Conditions for Services and, in applicable cases, by Special Conditions.

**'BIPT'** is the abbreviation for the Belgian Institute for Postal services and Telecommunications, which was established by the Law of 21 March 1991 that concerns the reorganization of some commercial public enterprises.

The BIPT monitors the correct progress of activities in the Belgian telecommunications market, and it supervises the relationships between the various operators.

**'CLI'** is the abbreviation for 'Calling Line Identification'. A CLI is a phone number which is linked to a fixed telephone installation, and which furthermore is directly accessible for incoming calls.

A **'Combined Service'** is a joint offer of different Services, that are offered as a whole to the Customers, whereby specific tariff conditions unique to the Combined Service are applicable, as described in the Special Conditions of the Combined Service concerned. All clauses in these Conditions for Services in relation to a Service are valid *mutatis mutandis* for a Combined Service, unless otherwise is apparent from the context and barring specific changes and/or additions.

The **'Conditions for Services'** are the conditions applicable to the Services – and not the Device. The Conditions for Services contain the rights and duties applying to all Customers. The Conditions for Services comprise a part in which the general rights and duties of the parties are described on the one hand (the **'General Conditions'**) and the Conditions unique to a certain Service or Option on the other hand (the Mobile Service, the Fixed Telephony Service and the Broadband Internet Service). These Conditions unique to the specific Service take precedence over the General Conditions in the event of contradiction between them. The text of the Conditions for Services is handed over when the Contract is signed, and the currently valid version can be viewed on [www.mobistar.be](http://www.mobistar.be).

The **'Contract'** is the obligation of Mobistar to provide certain Services, and the obligation of the Customer to respect the Conditions that are linked to those Service. As a minimum, the Contract contains information about the Customer's identity and mentions the selected Service(s) and Option(s), as well as their duration.

The **'Customer'** is the legal person or association or self-employed (independent profession, trader), with which Mobistar has an Agreement and that use the Service(s) (partly) for professional purposes.

A **'Device'** is a communication device by which the Customer can use a Service.

**'Direct Mail'** is sending mails in large numbers, mostly to provide information about or to promote a product or service.

The **'Emergency services'** cover the emergency services that provide on-site or remote assistance. More specifically, it covers emergency services accessible via a 1XX number or other services accepted as emergency services (such as Child Focus and the Anti-Poison Centre).

The **'Fleet'** is the entirety of all SIM Cards and/or CLI's, which have been assigned to a Customer.

**'Internet site'** or **'Site'** refers to all pages and documents that are usually linked with each other through hyperlinks, and that may be consulted through the Internet (world wide web, usually referred to as the 'web').

**'Loyalty Premiums'** are all commercial compensations, made specifically for the Customer by Mobistar. Such commercial compensations will not necessarily be explicitly referred to as 'Loyalty Premiums'.

**'Machine To Machine'** is a telecommunications application that, with or without human intervention, enables automatic transfer of information between the device and the applications. 'Machine To Machine' is generally limited to a **'Closed User Group'** and only includes communication with Machine SIM cards and/or SIM cards of the same customer.

A **'Machine SIM card'** is a SIM card that is put in a Machine (e.g. a drink vending machine) and used for communication amongst the Machines or for communication between Machines and Devices. A **'Machine'** is an independent appliance remote from the Server, able to communicate with the latter by using a data transmission system, in other words an industrial modem (also called M2M modem). Special **'Machine to Machine'** general conditions are applicable for Machine to Machine unique to the 'Machine to Machine' service.

'**Mobile Data-services**' are Mobile services that use the mobile data network of Mobistar or networks of partners with whom Mobistar cooperates, independent of the technology used (GPRS/EDGE/UMTS/HSDPA/WiFi/LTE). Mobile data services make the communication possible between a Mobile device and a specific IP network (Internet or a private network). Mobile Data services may be offered as a separate Service in a Contract, or as an Option on the Mobile Service or on a Combined Service.

A '**Mobile Device**' is a communication device with which the Customer can make use of the Mobile Service (second, third or fourth generation GSM technology). To use certain Services/Options the use of a specific Mobile Device may be necessary.

'**Mobistar**' refers to Mobistar N.V., a public company according to Belgian Law, with registered headquarters at Bourgetlaan 3 - 1140 Brussels Belgium, which provides and commercializes Services under the registered trademark and trade name 'Mobistar'.

The '**Mobistar Network**' refers to the communications network that is exploited or used by Mobistar, which enables Mobistar to deliver its Services in Belgium.

'**Monthly subscription fee**': monthly fee the Customer owes and for which the amount is set in the Special Conditions.

An '**Option**' is an optional and additional facility, which is provided either free of charge or for an additional fee, and which is linked to a certain Service. The same regulations are valid for Options as those regulations that are applicable to the Services to which they are linked, unless explicitly documented to the contrary. In applicable cases, specific conditions may be valid. Depending on each individual case, an Option will be described in the Contract, the Conditions for Services or in the Special Conditions.

'**Roaming**' is the Service that makes it possible for the Customer to utilize other mobile networks in foreign countries, together with his SIM Card.

A '**Service**' is each of the various communications services which Mobistar offers to its Customers within the framework of the Contract, at the price that is documented in the Special Conditions. These Services can include both mobile telephony services and mobile data services ('**Mobile Service**') and fixed voice and fixed data (such as broadband Internet) ('**Fixed Service**').

The '**SIM Card**' (**Subscriber Identity Module**) is a Mobistar chip card, which must be inserted by the Customer in his Device, enabling access to the Mobile Service and identifying the Customer on the Mobistar Network.

'**Spam**' is unsolicited mail that is sent in massive numbers and sometimes repeatedly to people with whom the sender never had any contact before and whose mail address was acquired in an illegal way.

'**Spamming**' is sending spam mails in massive numbers and sometimes repeatedly to people with whom the sender never had any contact before and whose mail address was acquired in an illegal way.

'**Special Conditions**' are composed of the applicable tariffs, product descriptions and specific conditions for a Service or Option. In case of a discrepancy, the Special Conditions take precedence over the Conditions for Services.

For the Fixed Services is '**Terminal**' the point at which the end-user equipment of the Customer will be connected, by which the Customer will have access to the services of the historical operator or the services of operators making use of the network of the historical operator.

The '**User**' is the end-user of a Service.

'**Third Party Services**' are calls or text messages to special numbers for games, ringtones, chat and other services offered by those special numbers.

The '**Third Party Provider**' is the third which offers the Third Party Services.

## 2. Activation of Services

### 2.1. Required information

The Customer, who wishes to gain access to a specified Service, must have this Service defined in a Contract, which is prepared by a commercial representative of Mobistar, or by an independent agent recognized by Mobistar.

Any additions to a Service should be the subject of a separate Contract. At the simple request of Mobistar a Customer must:

- identify himself by means of an original Belgian identity card, an EU residence permit or the original identity card issued by Belgium to foreigners, made out to a natural person that is authorized to represent the legal entity or association
- submit a copy of the company statutes, which have been published in the Belgian Law Gazette, and a copy of all changes in these statutes, which have been published in the Belgian Law Gazette
- submit additional documents that make it possible for Mobistar to evaluate the financial capacity of the legal entity, or of the association.

At the request of Mobistar, all persons that present themselves as mandated by the legal entity, or the association, must identify themselves and give proof of their mandate.

The Customer is solely liable for the correctness and completeness of the information provided by him.

## 2.2. Guarantee and prepayments

Mobistar reserves the right to demand a guarantee and/or an advance against Services, both before the start as well as during the term of the Agreement.

Mobistar can request a guarantee and/or an advance against Services in the following cases:

- after an overdue payment
- if the call costs of the Customer justify such a demand
- if the information available in the customer file is incomplete
- if an examination of the customer file justifies such a demand
- if Roaming is granted.

The guarantee amounts to a maximum of 350 euro per mobile telephone number or fixed line, with a maximum amount of 5000 euro for a PRA line, or maximally 500 euro per broadband Internet connection.

In the case of Mobile Services, the advance on Services amounts to a maximum of 350 euro per SIM Card, and in the case of Fixed Services, the advance can amount to a maximum of three times the average monthly invoice. If the Customer has been a Mobistar customer for less than three months, then the invoices of the previous operator will be used to make the calculation.

In the case of a Combined Service, Mobistar has the right without prejudice to request the aforementioned amounts as a deposit or advance for use for any Service constituting a part of the Combined Service.

If the guarantee, or the advance against Services, has not been paid by the agreed date, then the Contract will be refused, the Service selected by the Customer will be suspended, or the Agreement will be annulled, without any right by the Customer to claim damages in any form.

No interest will be paid on any sums that have been deposited as a guarantee, or as an advance against Services.

If no disputes should arise, and if the complete sum that is owed by the Customer to Mobistar has been paid, then the guarantee will be repaid within two months, after cancellation of the corresponding Agreement.

The advance against Services will be used entirely for the (partial) payment of the first-following invoice or invoices.

## 3. The Agreement

### 3.1. Effectiveness of the Agreement

If not agreed to the contrary, the Agreement exists as of the date on which the Contract for a (Combined) Service is signed by the Customer. Should the contract be concluded via Mobistar's website, the agreement will exist as of the moment Mobistar receives the electronic notification from the customer stating the order.

The agreement becomes effective on the date on which Mobistar activates the Services defined in the Contract, unless:

- a. if the legal person or the association refuses to provide the required information as stated in article 2.1., or if this legal person has given incorrect or false details
- b. if the legal person or the association has not complied with the obligations that are a consequence of another Contract with Mobistar
- c. if Mobistar has proof or serious suspicions of non-payment, fraud or the use of SIM card(s) for purposes that do not comply with the Agreement, are illegal or against statutory regulations and/or contrary to public order and morality
- d. the legal person or the association is a defaulter within the meaning of Article 4.c of the General Terms and Conditions
- e. if the Customer disrupts or constitutes a threat to the correct operation of the Mobistar network, or damages its integrity.

To the exclusion of the above cases, and subject to technical circumstances that not or reasonably allow realizing a connection of a Service onto the Mobistar network, Mobistar commits itself to bring about the Activation in as short a period of time as possible. Fees are owed by the Customer as of the moment of Activation.

In case of the Combined Service, Activation of the various Services that are part of the Combined Service may take place at different times. In such case fees are owed as from the first Activation.

All rights and obligations of the Agreement are applicable, as of the moment that the Contract is signed by the Customer or if the Contract is entered into through the website of Mobistar from the receipt by Mobistar of the electronic message from the Customer with the order. The Customer is engaged because of this.

The provisions of Article 12 are applicable, if the customer wishes to reconsider the engagement he has made, before Activation.

### 3.2. Reasons for refusal

Mobistar reserves the right to refuse access to Roaming, or access to Services and/or Options, for any of the following reasons:

- a. if the legal person or the association refuses to provide the required information as stated in article 2.1., or if this legal person has given incorrect or false details
- b. if the legal person or the association has not complied with the obligations that are a consequence of another Contract with Mobistar
- c. if Mobistar has proof or serious suspicions of non-payment, fraud or the use of SIM card(s) for purposes that do not comply with the Agreement, are illegal or against statutory regulations and/or contrary to public order and morality
- d. the legal person or the association is a defaulter within the meaning of Article 4.c of the General Terms and Conditions
- e. if the Customer disrupts or constitutes a threat to the correct operation of the Mobistar network, or damages its integrity.

### 3.3. Contractual term for the various Services

**3.3.1.** Unless otherwise stated, different Services can have a different duration, so separate contract terms may apply. Unless otherwise stated and except for a Fixed Service with Indirect Access without contractually included call minutes which is for an indefinite period, the Service term is at least 12 months. By mutual agreement, a term of 24 months or longer is possible. When the term determined by the Contract has passed, the Contract is tacitly extended for an indefinite period and each Party can cancel the Contract in writing at any time without mentioning the reason. If the Customer cancels, the Contract is terminated at a time chosen by the Customer, which may be immediately. In that case, Mobistar shall terminate the relevant Service as soon as technically possible and send a written confirmation of this to the Customer. If Mobistar cancels, Mobistar shall respect a one-month notice period.

The duration of Options and/or of eventual expansions of a Service (for example the addition of extra SIM Cards) is defined by the corresponding Service barring clauses to the contrary.

#### 3.3.2. Contractual Duration for the Combined Service

**3.3.2.1.** Unless otherwise stated, the duration of the Combined Service is at least 12 months and a term of 24 months or more is also possible by mutual agreement. When the term determined by the Combined Service Contract has passed, the Contract is tacitly extended for an indefinite period and each Party can cancel the Contract in writing at any time without mentioning the reason. If the Customer cancels, the Contract is terminated at a time chosen by the Customer, which may be immediately. In that case, Mobistar shall terminate the relevant Service as soon as technically possible and send a written confirmation of this to the Customer. If Mobistar cancels, Mobistar shall respect a one-month notice period.

**3.3.2.2.** In case the Customer had already subscribed to a (or several) Contract(s) with a fixed time period with Mobistar for one Service separately, before subscribing to a Contract for a

Combined Service, then the Customer accepts that the contractual time period agreed on in this (these) Contract(s) remains valid with regard to the concerned Service(s) separately, insofar as this time period is longer than the contractual time period agreed on within the framework of the Contract for the Combined Service.

**3.3.2.3.** Entering into a Contract for a Combined Service does not affect the validity of earlier Contracts with Mobistar regarding one (or more) separate Service(s).

In case it is technically impossible to activate a Contract for a Combined Service, the Customer will therefore further comply with the earlier Contract(s) he entered into.

### 3.4. Changes to the Conditions for Services and tariffs increase

**3.4.1.** In the event of a change to the Conditions for Services or a tariff increase, with the exception of an increase in roaming tariffs, the Customer is notified thereof one month in advance.

**3.4.2.** The Customer who does not accept a tariff increase, with the exception of an increase in Roaming tariffs, or the change to the Conditions for Services concerning the Service chosen by him, has the right to terminate the Contract for the Service concerned without penalty, and in writing, at the latest on the last day of the month following the effective date of the change. In the case of a tariff increase, the Customer can terminate his Contract without penalty and in writing, at the very latest on the last day of the month following receipt of the first invoice after the price increase comes into effect.

### 3.5. Technical impossibility to activate a Service

Subject to technical circumstances, it may not be possible or practicable to effect connection of a Service onto the Mobistar network. In the case of the Broadband Internet Service, this includes the technical impossibility of offering or delivering a broadband service via XDSL technology. In the case of the Fixed Telephony Service, it includes the technical impossibility of providing for number portability.

The obligation of Mobistar to activate a Contract for a (Combined) Service will therefore be effective under the suspensive condition of confirmation by the historical operator that it is technically possible to activate the Broadband Internet Service or the Fixed Telephony Service (according to the case).

## 4. Protection of privacy

- a. Mobistar, in its capacity of data controller, processes data of a personal nature which are provided to Mobistar by the Customer, including possible data of a personal nature relating to the Users.

Mobistar processes these personal data for the purposes of providing and invoicing Mobistar Service(s), for the purposes of management of customer information, of handling requests carried out by the Customer, of the combat against fraud, as well as for the purposes of market research, marketing, and to propose other goods or services, and this for a duration as long as necessary. Mobistar, in its capacity of data controller, processes the traffic data of the Customer and of Users, more precisely:

- identification of the calling line
- the total number of units to be entered for the period of calculation
- identification of the line called
- the type, starting moment and duration of a call or the quantity of data sent
- the date of the service or connection
- other data relating to payments, such as prepayments, payments by installment, cuts in service and notifications.

This within the framework of invoicing for the Service(s) and until the end of the period during which the payment of an invoice can be legally demanded.

Mobistar also processes traffic and/or location data, including but not limited to the following list, and technical data, such as the IMEI number of the Mobile Device of the Customer and the Users, within the framework of:

- the execution of the Service(s)
- the combat against fraud
- market research, marketing operations, services based on geo-localizing and to offer the Customer other services or products, and this, for the objectives and the duration of market research, marketing actions or services concerned.

Mobistar may call upon third parties to provide it with data relating to the Customer, either with the aim of ensuring the exact and complete character of the information contained in its databases, or in order to carry out market research, marketing operations or direct marketing.

The Customer consents that Mobistar also uses these personal and traffic data to offer him additional communication Services. Mobistar may transmit the personal traffic and location data of the Customer and Users to the proper authorities and the emergency services in order to answer requests made to them.

The abovementioned data of the Customer and Users are integrated into Mobistar databases which are the property of Mobistar.

- b. Mobistar contracts out invoicing services to third parties, and it entrusts some of the Services, which are provided

to the Customer or to the Users, to third parties within the framework of subcontractor- or cooperation contracts. Mobistar uses third party companies for preparing market studies, and for carrying out marketing and direct marketing actions. Third parties are only and solely informed of the personal data of Customers or Users, when this is necessary for the implementation of orders that have been entrusted to the above-mentioned parties, and exclusively for the purposes of such implementation. Moreover, personal data may be provided by Mobistar to third parties, whenever applicable ordinances, legislation or regulations of a governmental authority makes it necessary. Moreover Mobistar appeals to Mobistar-agents for the management of and advice to the Customers. In this context Mobistar can make personal data of its Customers or Users in relation to their identification, communication services supplied or subscriptions concluded with the Customers known to the Agents or obtain these data from them.

- c. Mobistar processes the personal information of Clients who do not fulfil their obligations to Mobistar for the purpose of fraud and defaulting. For every Contract signed by a (prospective) Client, Mobistar will request information from certain providers of trading and financial information to determine whether the (prospective) Client will be able to fulfil his obligations.
- d. Within the range of applicable legal provisions, a natural person that can provide proof of his/her identity, can receive insight or ask for modification of his/her personal information that is being processed by Mobistar, by sending a dated and signed letter to the customer service department of Mobistar. Such a person can also object to the utilization of his/her personal information in direct marketing activities, by submitting a corresponding request to the customer service department.
- e. If the contract request specifies that the Customer wishes to be listed in the telephone directory, the Customer is also listed in the universal and non-universal telephone directories.

Notwithstanding the fact that it is specified that the Customer either wishes to be listed or not in the telephone directory, Mobistar also transmits the data provided by the Customer to the suppliers of the telephone directories so that the Customer can receive them, even in the case where it is specified that the Customer does not wish to be listed in the telephone directory.

If the contract request specifies that the Customer wishes to be listed in the information service, the Customer is also listed in universal and non-universal services. Mobistar transmits to the information services



the information provided by the Customer only when it is explicitly mentioned that the Customer wishes to be listed in the information service.

The Customer may contact Mobistar Customer Service at no charge if he or she wishes to modify the data he or she has submitted, or if he or she no longer wishes to be listed in the telephone directory or the information service. The customer must take into account that the implementation of the modifications and/or deletions depends on the timing adopted by the suppliers of the directories or information services. (Thus, the paper version of the universal telephone directory is only revised once per annum by its publisher.)

The Customer is solely liable for the accuracy and completeness of the information he or she provides.

The responsibility of Mobistar is limited to the accurate transmission to the suppliers of telephone directories and information services of the data provided by the Customer.

- f. Clients can register their subscriber phone numbers on the “Do not call” list for free, at the web address [www.bel-me-niet-meer.be](http://www.bel-me-niet-meer.be) (NL) or [www.ne-m-appelez-plus.be](http://www.ne-m-appelez-plus.be) (FR), so that their numbers won't be used for direct marketing calls. After registration, clients may still receive direct marketing calls for up to a month.

## 5. Performances, obligations and liability of Mobistar

### 5.1. The customer service department

On conclusion of an Agreement, Mobistar will provide the Customer with all necessary information with regard to the Services. A customer service department is available for providing, to the degree that this is possible, answers to all questions of the Customer with regard to the Services. The Customer Services telephone contact details and opening hours are found on Mobistar's website and the Special Conditions for each Service or Option

During the call to customer service, and with the Customer's permission, the persons who answer the call can take control over the Customer's computer remotely. In such a case, the Customer is informed of the fact that the person who takes control over the Customer's computer may receive an overview of all visible elements on the Customer's device or of all elements that are being controlled. When the Customer subsequently wishes this person not to have access to a program or function, he is obliged to close it before remote control is taken. The Customer is also obliged to indicate to the person who takes remote control over his device, to which files or programs he disallows access.

A telephone technical support service is available to Customers of the High-speed Internet service during the week and weekend for questions relating to their high speed connection. Contact details and opening hours are found on Mobistar's website and the Special Conditions of the Service in question.

The Customer recognizes and accepts within the framework of the Broadband Internet Service that Mobistar does not provide technical support via customer service if the Customer has a non-Windows<sup>®</sup> operating system.

### 5.2. Resource commitment

Mobistar commits itself to undertake all that is necessary, for providing access to the Mobistar Network and the Service chosen by the Customer in an optimal manner. Mobistar makes a resource commitment. It will always use all the technical data it has available based on the technology used. Mobistar selects autonomously the technical resources that are required, for providing access under the best circumstances.

Mobile telephony, for example, is a form of wireless communication that works through the distribution of radio signals. Since these signals are subject to interference through external causes, or through impediments that are a characteristic of buildings, vegetation or geographic relief, a perfect transmission cannot be guaranteed at all times and everywhere. In the case of Internet, the signal may possibly travel through a network that is spread worldwide, so that there are numerous factors which may have an impact on the quality and the properties of Internet access. Moreover, with regard to the Internet, parties agree that the network may have various transfer capacities and its own usage policy, and that nobody can guarantee a flawless and continuous operation of the Internet as a whole.

The Customer is aware of the fact that (i) the transfer of information through the Internet is only relatively trustworthy, (ii) the contents of the Customer's Site that is being hosted could be duplicated without any technical restriction, (iii) the information that is dispersed through the Internet is not protected against possible alterations, (iv) access to the Internet may be oversaturated at certain times of the day because of different technical circumstances.

The quality of the Services supplied by Mobistar depends among other things upon the quality of the properties of the devices (PCs, servers, mobile devices) of the Customer that are used for these Services.

Mobistar carries no liability whatsoever for any malfunction in the transmission caused by a malfunctioning source outside Mobistar.

Mobistar is also not responsible for any cases of interference or malfunction, which are caused by accidents or maintenance works, including the amplification, reinstallation or expansion of network installations. Mobistar will do everything possible to limit these disruptions insofar as possible and to remove them as quickly as possible.

With the exception of contrary provisions that have been expressly concluded, the actual procedures and reaction times can differ from the procedures and reaction times documented by Mobistar. Mobistar does not guarantee a minimum bandwidth for its data-services, unless otherwise specified in the product description for the Service in question.

Mobistar supplies its Services in the best possible manner and within the shortest possible time period, taking into account the importance and complexity of the Services, the availability of personnel, the functionality and the accessibility of communications resources, as well as the technical resources and all other factors, which can influence the performance of the Services.

### 5.3. Modifications

**5.3.1.** In the event that the operation or organization of the Services should make this necessary, Mobistar may change the content or characteristics of their performance, although without changing the essential characteristics thereof. Mobistar undertakes to notify the Customers of such a change in advance, except the case of force majeure or in the event that this is not possible for practical or technical reasons.

**5.3.2.** The eventual necessity of replacing or modifying a Communications Device, for maintaining or obtaining access to a certain Service, does not lead to any rights for compensation of damages on the part of the Customer, on the condition that this necessity has occurred independent of the will of Mobistar.

**5.3.3.** In the event that pursuant to the operation requirements a service must be limited permanently, Mobistar shall notify the Customers concerned thereof by all possible means. The Customer involved shall in that case be given the possibility to terminate the Contract for this Service without penalty. He must do so in writing within 15 days following the notification from Mobistar.

In the event pursuant to the operation requirements a Service must be removed permanently, Mobistar shall inform the Customers thereof as quickly as possible by all appropriate means. The Contract for this Service shall then rightfully end from the moment of the removal of this Service, without either party owing any compensation. The old Conditions and tariffs remain applicable until the expiry of the Agreement.

### 5.4. Liability

Mobistar cannot be made liable for damages in cases that are a consequence of:

- a faulty, non-complying or illegal, utilization of a Service by the Customer
- sub-standard operations of the Device or accessories or the use of uncertified equipment, or a wrong use of the Device or accessories
- malfunctions or quality shortcomings of a Service, due to external factors temporary or local interruptions of a Service
- an intervention or inadequate service by third parties, despite the safety measures that have been taken by Mobistar
- suspension or termination of a Service in conformity with the Agreement, even if third parties should directly or indirectly suffer consequences from such a suspension or termination
- modifications, which are due to regulations of the BIPT or other regulating authorities
- cases of Force Majeure the following cases may be deemed force majeure (non-exhaustive list): interruption of the electrical power supply, malfunction and/or interruption of transmission networks, malfunction and/or sabotage of telecommunication means, activities of informatics piracy, fire, lightning, flooding and other natural disasters, water damage, exceptional weather conditions, damage, riots, war, revolt, attack, explosion, vandalism, full or partial strike, lock out, legal prohibitions or restrictions regarding the supply of the Service, in particular all interruptions of the Service at the explicit request of an authorized administrative or judicial institution
- loss of data and software of the Customer in the installation of the Service or with a software update
- legal prosecution or conviction of the Customer due to his use of a Service
- trustworthiness of the sending of data, access times, possible access restrictions on the networks or on the servers that are connected to the Internet
- compatibility, reliability and operation of software that was not supplied by Mobistar
- the consequences of saturation of Customer's mailbox
- the integrity and security of messages that are delivered into Customer's mailbox
- damage to third parties caused by the Customer, by a member of its immediate family or a subordinate or an employee in professional relationship through or on the occasion of the usage of a Service
- cancellation or non-receipt of mails or any other information or for not saving mails or any other information because the Customer has exceeded the maximum storage capacity of the servers of his mails.
- non-compliance of the Customer with his obligations regarding Mobistar
- When the Customer has not provided required information or has provided incorrect information
- Mobistar takes all reasonable precautions to protect personal data, which are submitted within the framework of a Service to Mobistar through the Internet, against loss, abuse, transfer

or unauthorized access. Considering the low security level of the Internet, however, Mobistar cannot be held liable for access or interception of personal data by a third party.

- Mobistar is not responsible for the content of telephone calls, messages and data flows sent via the Mobistar-network nor for any damage that these may cause, regardless of the technology used
- nor is Mobistar liable for the changing of the IP address or one or more mail addresses of the Customer because of operational, technical, netiquette or legal reasons
- Mobistar cannot be held responsible for the access to data services, regardless if they are supplied by Mobistar or by third parties, or for the time or the quantity of data that is needed to obtain the desired information.

Mobistar shall not be held responsible for the Services or the invoicing hereof if these Services are provided by third parties and are accessible via the Mobistar Network, even if Mobistar is paid for such Services one way or another or if Mobistar processes the invoicing of these services on behalf of third parties.

Mobistar cannot be held liable for transactions between a third party and the Customer. Mobistar is, unless explicitly accepted otherwise by Mobistar, in no way a party in the contract concluded between a third party and the Customer. Under no circumstances can Mobistar be made liable for immaterial or indirect damages, such as for instance the loss of profit or turnover, customers, data or contracts. It is expressly agreed that an eventual compensation by Mobistar will not exceed six times the monthly compensation of the corresponding Service, with a maximum of 50 000 euro.

## 5.5. Accessing the emergency services

**5.5.1.** Active users are authorised to call the emergency services from their mobile device. Active users are Mobistar's clients who have a Mobile Service Contract.

Concerning mobile phone calls, Mobistar passes the coordinates of the central point of the mobile network used by the caller to the emergency services.

In Belgium, the emergency services can be reached using an active SIM card. Certain emergency services (e.g. 112) can be contacted from any network (and therefore includes zones not covered by Mobistar's network); other emergency services are only reachable via Mobistar's network.

When abroad, the Customer can access the local emergency services using 112.

**5.5.2** With respect to fixed phone calls made to the emergency services, Mobistar passes the address of the physical place where the Mobile device is (where there is no PABX) to the emergency services. If the Customer has a PABX, Mobistar passes the address of the Customer's connection point with Mobistar's network to the emergency services.

In the case of Fixed Telephony with Fixed Access, the historic operator is responsible for routing calls made to the emergency services.

If the Customer has connected several sites to a central site or in a datacentre via a private network in order to consolidate incoming and outgoing calls via one single access, a problem accessing the correct emergency service cannot be excluded, neither can it be guaranteed that the emergency service will be able to locate the emergency call and identify the caller. In that case, the Customer is responsible for correctly routing calls to the geographically nearest emergency services and in the case of a call to the emergency services, commits to undertake all the administrative and technical measures necessary to identify the caller via a correct CLI.

The Customer is responsible for ensuring that its business site has a working configuration that allows telephonic communication from a separate telephone connection (either a geographic number not belonging to Mobistar's fixed telephony system, for example, a PSTN Belgacom connection with or without CPS Mobistar, or an extremely reliable mobile GSM type device) with the geographically nearest emergency services, in order to allow the geographically nearest emergency services to correctly identify the call. In addition, the Customer will expressly inform persons likely to make calls to the emergency services that calls made to the emergency services must only be made via the separate telephone connection or by GSM.

## 5.6. Mobistar actions in the case of incidents affecting security and integrity

Mobistar commits to equipping the Mobistar IT and telecom network with safeguards designed to minimise the risk of abuse. However, Mobistar cannot exclude all forms of use abuse or abusive use of data. As with other incidents, incidents affecting security and integrity are dealt with by Mobistar's Operations Centre, which monitors incidents 24 hours/7days and, where necessary, requests the assistance of technical experts.

## 6. Obligations of the Customer

### 6.1. Information

The Customer commits himself to informing Mobistar of every modification in the data that he has submitted on signature of the Contract, in writing and at the latest within five working days of such a modification. If the Customer transmits such modifications in an untimely manner, then he cannot claim a retroactive modification of his data or re-invoicing by Mobistar.

### 6.2. Careful and normal use

The Customer commits himself to act as a prudent man, and exclusively for their own use, in utilizing every Service that

is provided to him by Mobistar, in conformity with the provisions of the Agreement and all laws and regulations that are in force. It is prohibited to utilize Services contrary to the maintenance of public order or public decency.

The Customer commits himself to respecting intellectual and other rights of third parties.

The Customer also undertakes a normal use of the Mobistar-Service(s) and/or Options. Are not considered as a normal use (non-exhaustive list):

1. use intended to lead communications, directly or indirectly or with a view to the resale in any way whatsoever of the Mobistar-Service(s) and/or Options to third parties and without having informed Mobistar thereof in writing in advance
2. a use in a way whereby some functions of the Mobistar-network or of a network normally assumed by the Mobistar-network can no longer be carried out in a reliable and correct way. Examples of reliable and correct execution include giving the identification number of the caller (barring instruction to the contrary), giving the IMEI-number of the Mobile Device from which the call is made, the interception and recording of communications pursuant to an order of a competent judicial or administrative government, or the recording and saving of the call and identification data
3. use in such a way that the identification or the location of the caller as a result of the emergency call or so that the Mobistar-network is overloaded or disrupts the good operation of the Mobistar-network
4. any use in a way other than as notified to Mobistar by the Customer at the conclusion of the Agreement
5. a use in a way that significantly deviates qua frequency, distribution between the different communication types (e.g. telephone, data transmission, SMS, MMS, ... ) or connection time from the equipment with the different Customers of the Mobistar Mobile Service
6. use with a device for which the method of use falls or fell under one of the previous points according to Mobistar
7. any other use that is in contravention with the applicable Special Conditions of the Mobistar-Service(s) and/or Options.
8. non active use of the SIM card, in other words when no incoming or outgoing calls (conversations or SMS) are made with the SIM card.
9. use of the regular SIM card for Machine to Machine applications.

The proof of the aforementioned prohibited uses may be supplied by Mobistar by all means, including information and overviews originating from its own systems or from those of other operators of telecommunications networks by which the communication took place. The Customer and Mobistar consider this data

and overviews as truthful until proof to the contrary is given.

The SIM cards may be exclusively used in individual Mobile Devices (handsets) and may not in any event be used in 'SIM box', 'GSM gateway' type or similar devices.

The SIM cards are exclusively intended for personal use and may not in any event be used in the framework of the resale of communication or rerouting. Such as the rerouting of a call from a Mobile Device with a Mobistar SIM card to a destination other than the one launched from the relevant Mobile Device which would not correspond to normal use of the mobile Mobistar phone with due care.

Barring explicit agreement to the contrary on the part of Mobistar, the Customer is prohibited from sending text messages via the Mobistar-network to third parties that contain or include any commercial message.

Barring explicit, written and prior agreement from Mobistar the Customer is prohibited from commercializing the Mobistar-service, either wholly or in part, directly or indirectly.

### 6.3. Communications Devices

The Customer commits himself to only using Devices (USB stick, smartphone, laptop, tablet, MiFi, PMCIA card) that are in a perfect operating state and that are certified according to Belgian regulations. It is prohibited to connect Devices and accessories, which can cause malfunctions in the Mobistar Network or within the Service. It is also prohibited to connect equipment to Devices and accessories, which can cause malfunctions in the Mobistar Network or in the Service.

Both before and after Activation of a Service, Mobistar can demand that the Customer submits his Device for inspection. If it should be determined that the Device causes or can cause malfunctions, or that the Device is of doubtful origin, then Mobistar maintains the right to take all measures that are necessary for securing and protecting the Mobistar Network.

The Customer has been informed that a specific Device and/or specific equipment and/or programs may be required for certain Mobile Data-services. The Customer is solely and an entirely responsible for the conformity of his equipment and/or programs with Services that he wishes to use.

### 6.4. Rules for the use of the Internet

Certain Services that Mobistar supplies give access to the Internet. Whenever a Service/Option gives access to the Internet, the Customer undertakes to comply with the clauses stipulated below and also to have these complied with by the Users. The Customer specifically undertakes:

- not to carry out anything that could threaten or disrupt the correct operation of the Mobistar-network or elements thereof
- to comply with the valid laws and regulations in data transaction and/or activities via the Mobistar-network. Prohibited information and activities are in particular, but not exclusively, illegal, incorrect, obscene or libelous information or activities (child pornography, incitement to racial hate and xenophobia, offering narcotics and psychotropic substances for sale, etc.). Information or activities that constitute a breach of public order, good morals, privacy or information protected by trade secrecy are also prohibited
- respect for intellectual rights, the right of confidentiality and other rights belonging to third parties
- in the discussion forums not to assume an unauthorized or unethical attitude
- not to commit any information piracy (“hacking” or other) in contravention with the Mobistar system or any other system.

The Customer also undertakes not to use the Service/Option:

- for the dissemination, sending or uploading of unsolicited or unauthorized advertising, junk mail, spam, chain letters or any other duplicating or unsolicited messages
- in any way that would result in the Mobistar-network, the services or the performance of third parties being interrupted, damaged or harmed amongst others as a result of generating unreasonable levels of data flows
- for the dissemination of, sending or uploading of computer viruses or other harmful programs.

The use of the Service/Option for activities with the following objective is prohibited:

- to infringe on the smooth operation of the Service/Option, to threaten the use or the capacity of the performance for the other users, more specifically as a result of sending large quantities of unauthorized data
- unlawfully acquiring access to data from the connected networks
- to damage or destroy the integrity of the computer data.

The Customer acknowledges that:

- Mobistar does not in any way control or cannot in any way be held liable for the content, nature, characteristics, quality and integrity of the information, data and services sent or supplied via its Service/Option, unless this emanates from Mobistar itself
- a code of conduct is in force on the Internet, called netiquette, of which a breach may result in unpleasant consequences and that Mobistar cannot be held liable in the event that the Customer breaches netiquette or if he is punished for this
- he has acknowledge the nature of the Internet, and amongst others the technical operation thereof and the time required to send and consult data
- the use of data circulating on the Internet can be regulated, that this data may be subject to copyright and that he is solely liable for

- the use of the data which he consults and sends via the Internet
- the data that circulates on the Internet, cannot be protected easily from abuse thereof by third parties and that the Customer is solely liable for the notification of confidential information when using the Service/Option
- The Customer himself must take all the necessary measures to protect his data, equipment and software from any risks inherent to the Internet, such as viruses and the like
- In order to prevent abuse of the Mobistar-network by, amongst others, spammers and hackers, the Customer must take the necessary measures to protect the equipment that makes access possible to the Service/Option against open relay and open proxy. Open relay / open proxy-systems are defined as systems that send emails or allow other connections that are not intended for these systems and as a result for example allow the sending of a large quantity of unsolicited emails or other abuses of the Customer’s system. In order to protect the Customer against the abuse of the equipment that allows access to the Service/Option and to prevent abuse of the Mobistar-network, Mobistar reserves the right to verify proactively whether the Customer has taken measures against open relay / open proxy. Mobistar also reserves the right to block the receipt of emails by its servers, if those emails originate from servers that are not protected against “open relay”, this means servers that forward emails not intended for them and thereby make it possible to send large quantities of unsolicited mails
- Mobistar may limit or refuse access by the Customer to the Internet and certain information and services available on the Internet if a judicial or other government instance requests this or if sufficient elements are present from which this is reasonably apparent that this information or services are unlawful or (could) cause serious damage to the rightful interests of third parties
- The Customer gives Mobistar the permission to make its information and the information in relation to its use of the Service/Option to judicial entities in the framework of an investigation or to third parties if so required to indemnify the interests of Mobistar in an obvious case of abuse or offence. The Customer may only request email to his own address(es), unless if he has explicit authorization from the owner of a different address. The Customer is prohibited from sending unsolicited messages (e.g. “junk mail” or “spamming”), regardless of type (advert, commercial publicity, political pamphlets, etc.), large numbers of identical or similar messages or chain letters or malicious messages. Using electronic mail in a disruptive way such as e.g. “mail bombings” is also prohibited. The Customer is also prohibited from forging header-information.

#### **Complaints in relation to unlawful content**

In the framework of the Protocol agreement between the ISPA and the judicial authorities (for more information in relation to this agreement, see: [www.ispa.be](http://www.ispa.be)), the Customer has the ability to report a website with alleged

unlawful content on the Mobistar-network, via the Mobistar website ([www.mobistar.be](http://www.mobistar.be)). Mobistar will in its turn make this notification by the Customer known to the police. The Customer may however also contact the police directly via the website of the federal police ([www.polfed.be](http://www.polfed.be)).

### 6.5. Personal access code

In order to gain access to certain Service(s) and/or certain Options, it may be necessary that the Customer and the User, depending on the case, enter a personal access code (login and password).

The Customer is solely liable for the use of the personal access code and undertakes to keep the secret and confidential nature thereof and not to make this known nor transfer it to a third party. Any access to the Service/Option as a result of the use of a personal access code falls under the exclusively responsibility of the Customer. The Customer is solely liable and solely owes compensation for the use of the Service.

In the event of loss, theft or fraudulent use of a personal access code, the Customer must immediately notify Mobistar thereof via the customer service.

### 6.6. Liability

The Customer is solely responsible for the compensation of the Services that he uses. The Customer is solely responsible and liable for the execution of his contractual obligations, also in those cases where he has indicated several different Users on the corresponding Mobistar form. Mobistar is under no circumstances required to take into account the transfer to a third party if contrary to article 10.

Only the Customer is liable for all direct and indirect damages, which are a consequence of the nonobservance of one of his obligations within the framework of the Agreement. The Customer must compensate Mobistar for any damages that are caused, without prejudice to all other rights and claims of Mobistar.

## 7. Mobistar software and documents

**7.1.** There is no transfer of the intellectual property rights to the software and the documents in relation to this software that Mobistar makes available to the Customer in the framework of a Service and/or Option. This relates to software and documents of which Mobistar is the owner or for which Mobistar has the necessary distribution rights and that makes access to a Service/Option possible (this software and documents are together called 'Mobistar-software' hereinafter). The Customer acquires a standard, non-exclusive and non-transferable user's license for the utilization of the Mobistar Software, for those purposes that are defined within the framework of the Agreement.

**7.2.** The user's license, which is mentioned above in Article 7.1., is granted to the Customer in his capacity as an end-user, and it is granted exclusively for his own use. The Customer commits himself not to transfer or to rent out the Mobistar Software to third parties and, furthermore, not to let it be used in any manner whatsoever by third parties.

**7.3.** The Customer commits himself to not making any copies, and to let no copies be made of Mobistar Software. He furthermore commits himself to not letting the Mobistar Software be subjected to decompilation, programming analysis or reverse programming procedures, to create no software that is derived from the Mobistar Software, nor to use this software in any other manner than is foreseen in the Agreement.

**7.4.** As long as the Mobistar Software is at the disposal of the Customer, he remains solely responsible for:

- every utilization of the software and the consequences of that use
- the loss, theft and all damages to Mobistar Software, regardless of the cause, with the exception of shortcomings in the software itself or the Services that are offered by Mobistar.

**7.5.** The Customer must accept the licensing conditions for the corresponding software at the installation of the Mobistar-software.

**7.6.** On termination of a corresponding Service, for whatever reason, the Customer is obliged to return the Mobistar Software to Mobistar, at the latest within five working days.

**7.7.** Article 7, with the exception of Article 7.6., remains completely applicable whenever Mobistar sells a copy of Mobistar Software to the Customer.

## 8. Mobistar equipment

**8.1.** The Agreement does not in any event change the property rights and rights of use of Mobistar in relation to the equipment that is made available in the framework of the Services supplied to the Customer (the 'Mobistar-equipment'). The Customer acquires a standard, non-exclusive and non-transferable user's license for the utilization of the Mobistar Equipment, for those purposes that are defined within the framework of the Agreement.

**8.2.** The Customer commits himself to neither completely nor in part rent out Mobistar Equipment to third parties, nor to let such equipment be used in any manner whatsoever by third parties.

**8.3.** The Customer commits himself to make no changes of any kind to the Mobistar Equipment, or to disassemble or carry out any works on such equipment, with the exception of such maintenance performances that must be carried out by him in accordance with the documents that have been provided by Mobistar.

**8.4.** The Customer commits himself to use the Mobistar Equipment exclusively in conformity with its purpose, as has been provided for in the Agreement and in the documents of Mobistar, and under observation of the operating and maintenance instructions that have been included in these documents. He is solely liable for the consequences of a non-observance of this commitment.

**8.5.** As soon as the Mobistar Equipment is delivered to the Customer, and as long as it is at the disposal of the Customer, he bears sole liability:

- for every utilization of such equipment and the consequences of that use
- for any loss, theft or any damage of such equipment, independent of the cause and with the exception of defects in the equipment and normal wear and tear.

**8.6.** If the Mobistar Equipment should show any defect, it will be repaired or replaced by Mobistar at no expense, insofar as the fault is not caused by the Customer.

**8.7.** Mobistar will insure the Mobistar Equipment during the entire term that such equipment is made available, within the framework of the corresponding Service. The Customer commits to report any instance of damage to such equipment immediately to Mobistar. He is responsible for the consequences of reporting the damage too late or not at all, and for example if the insurance company refuses to compensate the damages.

**8.8.** The Customer agrees:

- not to remove any labels, markings or other indications on the Mobistar Equipment which show that such equipment is the property of Mobistar, and to make sure that such indications are maintained in a good state
- to conclude all necessary agreements, in his own name and at his own expense, to make available suitable premises for the placement of the Mobistar Equipment, and to pay all taxes, levies, rental fees and other burdens in this connection
- to assume all costs and consequences for disputes, with regard to the installation and maintenance of Mobistar Equipment at the selected by the Customer place of installation, for example in connection with a hindrance of the neighborhood, ... To indemnify Mobistar for every claim by third parties in connection with the installation and/or maintenance of Mobistar Equipment at the selected by the Customer place of installation

- to carry out any necessary repairs that are not connected to the Mobistar-equipment or the activities of Mobistar
- to notify Mobistar immediately with regard to all works that are carried out in the building, or in the neighborhood of the Mobistar Equipment, or that can have an influence on the operations of the equipment
- to permit Mobistar or its appointed contractor, if required, to tap electricity from low-voltage mains at the Customer
- to carry out no works (repairs, maintenance, adaptations) on the Mobistar Equipment, or to let such works be carried out by third parties, which are not accepted by Mobistar. In case of any malfunction of the Mobistar Equipment, the Customer will inform Mobistar immediately
- to undertake nothing that may prevent the good operations of the Mobistar Equipment
- to place no technical installations during the term of the Contract which could cause malfunctions in the Mobistar Equipment, or in the transmission or reception of communications by such equipment within the framework of the activities of Mobistar.

**8.9.** If Mobistar, or a contractor that has been assigned by Mobistar, installs Mobistar Equipment in the premises of the Customer the latter must make these premises suitable in advance for the installation of the Mobistar Equipment. He must foresee sufficient space for the installation, and must give Mobistar or the contractor assigned by Mobistar access to the premises of the Customer at any moment and during the entire term of the Contract, so as to enable Mobistar to fulfill its obligations in pursuance of the Agreement.

If the Customer is not the proprietor of the building, then he must request any necessary permissions from the proprietor before the start of the works. Mobistar is not responsible for any holes that may be drilled in the building, with the permission of the Customer.

**8.10.** If the Customer puts premises at the disposal of Mobistar, for the installation of the Mobistar Equipment, then the following conditions are applicable:

- when the premises are made available, and at least one month in advance of the set-up of the Mobistar Equipment, a description of the premises will be prepared at the expense of Mobistar and by mutual agreement, or, in the case of disagreement, by an expert appointed by Mobistar. Such an expert will act in the name of both parties
- the Mobistar Equipment can be subjected to any technical adaptation that may be viewed as necessary by Mobistar, on condition that that such changes are compatible with the general local conditions
- in applicable cases, a description of the premises will be drawn up at the expense of a both parties, at the end of the Agreement.

No complaints may be brought against Mobistar in connection with normal wear and tear or normal traces that are a consequence of the installation or removal (such as for example cable channels, holes for the attachment of equipment, ...)

**8.11.** If a third party takes protective action against the Customer or makes an executive seizure of the Mobistar Equipment, the Customer agrees that he shall inform the third party immediately that the Equipment is the property of Mobistar and that the said Equipment is only being stored on his premises. If the third party refuses to reinstate the seized Mobistar Equipment by mutual agreement, all costs incurred by Mobistar to defend its rights shall be paid by the Customer.

**8.12.** Mobistar will immediately remove all Mobistar Equipment that is located at the Customer at the end of the corresponding Contract, independent of the reason for which the Contract is terminated. Only Mobistar, or a person that has been authorized by Mobistar, may proceed with the disassembly of Mobistar Equipment.

The costs of disassembly and removal of the Mobistar Equipment are fully at the expense of the Customer if the Agreement is terminated before the contractual date of expiry, for reasons that are the responsibility of the Customer. In that case the Customer must pay compensation to Mobistar for making such equipment available, which is equal to the pro-rata amount of the total value invested by Mobistar for the Customer. This pro-rata amount will be calculated on the basis of the date of termination.

Take the example that Mobistar has made a total investment of 10 000 euro, for a contract term of 24 months. The compensation which the Customer must pay to Mobistar in case of a termination during the 12th month, amounts to  $12/24 \times 10\,000$  euro, which is equal to 5 000 euro.

## 9. Invoicing and payment conditions

### 9.1.

- a. Mobistar will send an invoice to the Customer every month, which, next to the legally required notifications can contain the following items dependent on the Services and Options selected by the Customer:
- the costs of Activation
  - the subscription fees for the Service(s)
  - the subscription fees for paid Options that have been selected by the Customer
  - the pro-rata fees for any subscriptions which may have changed during the invoicing period
  - charges calculated pro rata on the first invoice

- the costs for national and international mobile communications and for data transmission, from a fixed line or from a Mobile Device
- all other costs and credits recorded for the account of the Customer.

The subscription fees or the fixed monthly contributions for the supply of a Service, are invoiced at the start of a corresponding invoicing period, and the communication costs and the contributions for exceeding the included volume of the data services at the end of that period.

- b. The applicable tariffs are described in the Special conditions.
- c. Mobistar reserves for itself the right to invoice Roaming services at a later time than foreseen, if circumstances should occur that are beyond the control of Mobistar and that justify a later invoicing. The Customer cannot claim damages for this reason.

Mobistar cannot be held responsible for invoicing information, which is supplied by third parties for services that these third parties have delivered.

The Customer commits himself to processing such invoicing information only under strict observation of the applicable legislation, with regard to the confidentiality of communications, the protection of privacy and that the processing of personal data.

- d. As regards the Third Party Services, the Customer is obliged to fully pay all amounts due for the use of those Third Party Services to Mobistar, who shall merely act as a collecting agent on behalf of the Third Party Provider. For all issues in relation to the content, price, quality or invoice of the Third Party Services, the Customer shall directly contact the Third Party Provider, who can be found on the detailed Mobistar invoice.

**9.2.** Mobistar may send the Customer interim invoices, if this should be justified on the basis of the size of the amount.

**9.3.** The invoicing with regard to several different Services can be merged in one single invoice.

**9.4.** All complaints with regard to invoices must be made in writing and clearly marked, and they must be sent to Mobistar by normal postal services within 1 month after the date of the issue of the disputed invoice. The Customer is viewed as having irrevocably accepted the invoiced amount after this deadline. The submission of a complaint does not relieve the Customer from his obligation to pay the undisputed part of an invoice. The call registrations (reports of calls) that serve as a basis for invoicing, and that are saved by Mobistar, take precedence above any other proof, including proof that may be provided



by the Customer, without prejudice to the right of the Customer to submit evidence to the contrary by all means.

**9.5.** All invoiced amounts must be paid within 10 days, unless different terms of payment are documented on the invoice itself. If a different term of payment has been contractually agreed, Mobistar reserves for itself the right to unilaterally change the term of payment and the due date of an invoice, if bankruptcy proceedings are requested or instituted against the corresponding Customer, or if a publicly known condition of insolvency, a suspension of payments or an evident incapacity to pay exists. The Customer will be informed of such measures in writing.

**9.6.** Invoices can be settled:

- by means of a bank transfer, using the transfer form that is enclosed with the invoice, and on condition that no changes may be made to the information that has been filled in by Mobistar on that form
- by means of a direct debit:
  - a. against a Belgian bank account: The pre-notification provided for by the European Directive for payment services will appear on the invoice, which can be sent to the Customer earlier than the 14 day period required by the Directive.
  - b. against a credit card from Visa, Eurocard, MasterCard or American Express.

Such a direct debit order is given by means of a form provided by Mobistar. Mobistar reserves the right, from the Activation request, to demand that the invoices be settled by direct debit from a Belgian bank account or via a credit card accepted by Mobistar.

**9.7.** The Customer can request a copy of his invoice on the condition that the invoice date is less than 18 months ago. Administrative charges may apply for each copy. The Customer's claim that he has not received a specific invoice, does not release the Customer from the payment obligations for the amount stated in that invoice.

**9.8.** A Customer is in default by right and no reminders are required, if no payment has been received on expiry of the due date of an invoice. As of the expiry of this deadline and without a previous notification of default, default interests at the statutory interest rate are owed, as well as a lump sum compensation for damages that amounts to 15 % of the total invoiced amount, with a minimum of 62 euro.

**9.9.** Without prejudice to the possibilities that are offered by Articles 9.7. and 9.8., an overdue payment, which has required the dispatch of reminders, can lead to a charge of administration costs. This is also the case for each refusal by the financial institution of the Customer to pay an invoice, or in the case of

refusal to pay an invoice on a credit card, or if the information on the bank transfer of the Customer is incorrect or incomplete.

**9.10.** On its website [www.mobistar.be](http://www.mobistar.be), Mobistar provides the Customer with an overview of the invoices that have been paid or will have to be paid by the Customer, as well as an indication of his Internet usage.

## 10. Assignment

### 10.1. Assignment by Mobistar

Mobistar has the right to assign all or part of its contractual rights and obligations to a third party. Such an assignment does not require the agreement of the Customer, who has no right to demand compensation for damages in connection with such a transfer. The Customer may terminate the transferred Contract without compensation within 15 days after the notification of the assignment, by registered letter for the attention of the party taking it over.

### 10.2. Assignment by the Customer

Subject to the agreement of Mobistar, the Customer can only transfer a part or all of his rights and obligations to a third party, after the Customer and the transferee have signed a transfer form that has been prepared by Mobistar. Furthermore, a new Contract must be signed by the transferee, and he must accept the Conditions for Services.

## 11. Suspension of the Agreement

### 11.1. By Mobistar

**11.1.1.** In the event of non-payment of the total or a part of an invoiced amount on the due date and if the Customer has not complied with a written reminder from Mobistar, in which a regularization period of 1 week is given, Mobistar may rightfully and without compensation immediately suspend the supply of the Service(s) and/or Options to the Customer, except in the event of justified dispute by the Customer of the amount invoiced.

**11.1.2.** In the event that the Customer fails to comply with his other obligations in relation to Mobistar, as stipulated in these Conditions for Services or any Special Conditions applicable or does not comply with the conditions of use of a Service, notably the normal use obligation stipulated in article 6.2, or does not respect the conditions of use for a Service, Mobistar may immediately suspend this Service (these Services) and/or Options without notification of default.

Mobistar may also do so in the event of proof or serious indications of fraud. Mobistar reserves the right to suspend access to the Service(s) and/or Options in the event of abnormal increases in the consumption by the Customer or the User,

and this if possible in comparison with the average use over the previous 3 months, as a precaution, after having notified the Customer thereof (if possible) by all appropriate means. Mobistar can suspend the Service if the SIM cards are not actively used (no incoming or outgoing calls) for 3 months. Mobistar can suspend the Service if the normal SIM card is used for Machine to Machine applications.

**11.1.3.** Mobistar may suspend the Service(s) and/or Options immediately, without prior notice or compensation in the event of force majeure or for reasons due to technical operations. Mobistar undertakes to inform the Customer thereof insofar as possible and by all appropriate means. Mobistar shall do everything possible to limit disruptions insofar as possible and to resolve them as quickly as possible.

**11.1.4.** In the event of a suspension in accordance with articles 11.1.1. and 11.1.2. the Customer may be charged a suspension fee. Moreover the Customer shall remain bound to respect all obligations, including the payment obligation imposed on him by the Agreement. Mobistar also reserves the right to reclaim loyalty benefits from the Customer. One month after the start of the suspension the Agreement may be automatically terminated with immediate effect.

## 11.2. By the Customer

The Customer may request a suspension of the Agreement for the Mobile Service, for any reason whatsoever, for a specific period which may not exceed a period of three months per year. This period cannot be extended.

After a maximum of three months the contract shall be automatically reactivated. The reactivation charges, totalling 18 euros per card, will be deducted from the Customer.

**11.3.** The suspension of the Agreement shall rightfully result in the suspension of the Options connected to it.

## 12. Termination

On termination of a Contract for Mobile Services, Mobistar reserves the right to demand the return of the SIM Card(s) from the Customer.

### 12.1. Termination by Mobistar

**12.1.1.** In the event that the Customer has not rectified matters within ten days after the suspension of a Contract by Mobistar pursuant to articles 11.1.1. and 11.1.2., Mobistar is entitled to terminate that Contract in writing with immediate effect, without a period of notice, compensation in lieu of notice or compensation for damages.

**12.1.2.** Mobistar may terminate the Agreement with immediate effect by registered letter, without a period of notice, compensation in lieu of notice or compensation for damages, if it has been established that the Customer has given Mobistar incorrect, forced or incomplete essential information on the submission of the contract application or if the Customer fails to notify significant changes in relation to the information provided or if the Customer uses a Service for purposes in contravention with public order, good morals or legal or regulatory stipulations.

**12.1.3.** Mobistar can by right declare an Agreement as immediately terminated, in cases of bankruptcy, request for a postponement of payments, and liquidation or dissolution of the company of the Customer, without owing any compensation for termination or damages.

**12.1.4.** In addition to the cases of immediate termination as provided in Articles 12.1.1., 12.1.2. and 12.1.3. and cancel the Contract according to the provisions in Article 3.3.

Except in cases of immediate termination as stipulated in articles 12.1.1., 12.1.2. and 12.1.3. and except in the case of termination after suspension as stipulated in article 11.1.4. in fine Mobistar shall owe the Customer compensation if it terminates the Contract before the end of the agreed contractual period. This fee is determined on the basis of a Reference Amount as defined below:

**12.1.4.1.** Termination of a Customer Contract with less than 6 call numbers at the time of termination.

- a. No fee is charged for the early termination of a Contract six months or more after the Contract came into effect.
- b. If a Contract is terminated early less than 6 months after the Contract came into effect, Mobistar owes the following fee:

Reference Amount = [remaining number of months (to the 6-month limit)] x Monthly Subscription Fee for the relevant (Combined) Service.

Monthly Subscription Fee = minimum commitment by the Customer (monthly fixed usage amount / contractually included call minutes) and fixed monthly amounts per call number and per additionally subscribed Services and Options.

- c. If the Contract does not provide a minimum commitment, the Reference Amount is defined as follows:

Reference Amount = [remaining number of months (to the 6-month limit)] x the average amount that was invoiced during the last 3 months prior to the termination under the Contract for the relevant (Combined) Service (both to the Customer and possibly the User(s)), including any Options x 50%.

**12.1.4.2.** Termination of a Customer Contract with at least 6 call numbers at the time of termination.

- a. If the Contract is terminated before the end of the agreed contractual period, Mobistar owes the following fee:

Reference Amount = remaining number of months to the Contract expiry date x Monthly Subscription Fee for the relevant (Combined) Service.

Monthly Subscription Fee = minimum commitment by the Customer (monthly fixed usage amount / contractually included call minutes) and fixed monthly amounts per call number and per additionally subscribed Services and Options.

- b. If the Contract does not provide a minimum commitment, the Reference Amount is defined as follows:

Reference Amount = remaining number of months to the Contract's expiry date x the average amount that was invoiced during the last 3 months prior to the termination under the Contract for the relevant (Combined) Service (both to the Customer and possibly the User(s)), including any Options x 50%.

**12.1.5.** A Contract will be annulled by right on the date that the operating permit expires, which has been granted by the authorized Belgian authorities to Mobistar, without any termination or compensation being owed by Mobistar.

**12.1.6.** Mobistar can terminate a Service/Option rightfully without period of notice or compensation (for damages) to the Customer if the Customer does not use this Service/Option for a year.

**12.1.7.** The termination, in conformity with the above Articles, does not prejudice the right of Mobistar to recover damages that it has suffered from the Customer. In addition, Mobistar reserves the right to reclaim loyalty premiums from the Customer.

## **12.2. Termination by the Customer**

**12.2.1.** The Customer can cancel its Contract after the agreed contractual period according to the provisions in Article 3.3.

- In deviation from this, the Contract for Fixed Service with Indirect Access without calling time included contractually and after compliance with a minimum period of one month, can be terminated at any moment by the Customer.
- The notification for termination is sent in writing to the address as stated in article 19.

**12.2.2.** The Customer owes compensation to Mobistar if he terminates a Contract before the end of the agreed contractual period.

The compensation is defined below:

**12.2.2.1.** Termination of a Customer Contract with less than 6 call numbers at the time of termination.

- a. No fee is charged for the early termination of a Contract six months or more after the Contract came into effect.
- b. If a Contract is terminated early less than 6 months after the Contract came into effect, the Customer owes the following fee:

Reference Amount = [remaining number of months (to the 6-month limit)] x Monthly Subscription Fee for the relevant (Combined) Service.

Monthly Subscription Fee = minimum commitment by the Customer (monthly fixed usage amount / contractually included call minutes) and fixed monthly amounts per call number and per additionally subscribed Services and Options.

- c. If the Contract does not provide a minimum commitment, the Reference Amount is defined as follows:

Reference Amount = [remaining number of months (to the 6-month limit)] x the average amount that was invoiced during the last 3 months prior to the termination under the Contract for the relevant (Combined) Service (both to the Customer and possibly the User(s)), including any Options x 50%.

**12.2.2.2.** Termination of a Customer Contract with at least 6 call numbers at the time of termination.

- a. If the Contract is terminated before the end of the agreed contractual period, the Customer owes the following fee:

Reference Amount = remaining number of months to the Contract expiry date x Monthly Subscription Fee for the relevant (Combined) Service.

Monthly Subscription Fee = minimum commitment by the Customer (monthly fixed usage amount / contractually included call minutes) and fixed monthly amounts per call number and per additionally subscribed Services and Options.

- b. If the Contract does not provide a minimum commitment, the Reference Amount is defined as follows:

Reference Amount = remaining number of months to the Contract's expiry date x the average amount that was invoiced during the last 3 months prior to the termination

under the Contract for the relevant (Combined) Service (both to the Customer and possibly the User(s)), including any Options x 50%.

**12.2.3** In compliance with Article 12.2.2. with regard to the Mobile Service, the Customer can cancel SIM Cards individually, however, he must keep active with Mobistar at least 80 % of the maximum number of SIM Cards active in his Fleet during the past 12 months with Mobistar. If the Customer cancels more than 20 % of that maximum amount of SIM cards, a compensation is calculated and applied in accordance with the rules stipulated in article 12.2.2., pro rata the percentage of cards cancelled. Mobistar reserves the right to revise the rates for the remaining cards.

#### **12.2.4. Termination of one Service that constituted a part of a Combined Service**

If the Customer should terminate one of the Services that constitute a part of a Combined Service before the end of the agreed contractual period, the Customer acknowledges and accepts that the following clauses shall be applied cumulatively by Mobistar.

**12.2.4.1.** The Customer then no longer has the right to benefit from the price discount and other specific conditions unique to the Combined Service. This means that for the Service that was not terminated early, Mobistar shall consider the Customer for the further agreed contractual duration as a Customer for this Service separately and that Mobistar shall consequently also invoice the Customer at the standard tariff to which the said Service is available separately.

**12.2.4.2.** If a Service that is part of a Combined Service is terminated early, Mobistar is also entitled to charge a termination fee in proportion to the part that was cancelled according to the rules determined by Article 12.2.2.

### **12.3. Consequences of a termination**

The termination of a Contract by right includes the termination of the Services included in that Contract, as well as the linked Options. The termination, for whatever reason, in no way relieves the Customer from the obligation to pay all owed amounts.

The termination of one Contract does not imply the termination of another Contract.

## **13. Customer Signature**

A fax message and the signature on it have the same probative value as the original message and original signature.

Insofar as permitted by law the email communications between Mobistar and the Customer have the same probative value as written proof.

Every confirmation via mail or via Mobistar's website by the Customer or via Customer's mobile telephone device (e.g. via text message) of Services or Options proposed or offered by Mobistar, of changes of the Service or changes of Options, is obligatory for the Customer, and the Customer is therefore contractually bound with regard to the concerned activations and/or changes of the Service or of Options. The electronic communication data concerned will be stored by Mobistar for a duration that is not longer than necessary.

## **14. Intellectual property rights**

None of the provisions in the Agreement can in anyway be interpreted as a revision of the intellectual property rights of one of the parties.

## **15. Information for the Customer**

Mobistar wants to call to the attention of the Customer the hazards that are connected with the use of telephone equipment while driving a car, the hazards that this equipment can cause in the neighborhood of flammable liquids (fuels) and explosives, and the interference that such devices can cause in medical equipment and navigation systems. Mobistar cannot be made liable for any damages incurred by the Customer or third parties in connection with these hazards.

## **16. Renunciation of rights**

The fact that the one of the parties has, at any time, failed to demand a strict application of the demands of a provision of the Agreement, can in no instance be viewed as a renunciation of the rights which are at the disposal of that party. This fact in no way prevents this party from later on demanding a strict fulfillment of this provision or of any other provisions of the Agreement.

## **17. Severance clause**

If any provision of the Agreement should be or become null and void, ineffective or unenforceable, then this does not prejudice the validity, effectiveness or enforceability of the remaining provisions of the Agreement, unless the Agreement cannot exist without that provision.

## 18. Complaints and disputes

### 18.1. Amicable settlement

- a. The Customer is asked to contact the customer service department of Mobistar with any complaints. The address of this department is documented in the Special Conditions.
- b. If the Customer is not satisfied with the answer of the customer service department of Mobistar, he can turn to the ombudsman service for telecommunications, which has been established by the authorities, at the following address:  
Ombudsservice voor Telecommunicatie  
Bischoffsheimlaan 29-35  
B-1000 Brussel  
tel.: +32 (0)2 223 09 09  
fax: +32 (0)2 219 86 59  
Mail: klachten@ombudsmantelecom.be  
Website: www.ombudsmantelecom.be

### 18.2. Jurisdiction

Every dispute with regard to existence of the Agreement, the interpretation of the Agreement or the execution of the Agreement which cannot be settled amicably between the Customer and Mobistar falls under the exclusive jurisdiction of the Courts of Brussels.

### 18.3. Applicable Law

All provisions of the Agreement are subject to Belgian Law.

## 19. Notifications

All communications with Mobistar must be directed to the Customer Service Department of Mobistar.

## Special conditions of the Mobile Service

### 1. The SIM Card

Unless agreed to the contrary, each SIM Card is linked to a PIN code (Personal Identification Number) and a PUK code (PIN Unblocking Key), which secure the access to the SIM Card. The Customer must utilize these codes in accordance with the instructions contained in the user's manual of his Mobile Communications Device. The Customer is responsible for the strict confidentiality of these codes.

Each SIM Card remains the property of Mobistar, which puts it at the disposal of the Customer. The Customer commits himself not to transfer, surrender, let, destroy or damage the SIM Card, nor permit its use by a third party in any manner whatever.

The Customer commits himself to immediately return the SIM Card to Mobistar, at the first request of Mobistar.

The Customer will take all necessary precautions to prevent his SIM Card from being used improperly or unlawfully.

Any attempt to copy the technical identification information of the SIM Card and any fraudulent or unlawful use of the SIM Card is prohibited. The Customer commits himself to not letting the SIM Card be subjected to decompilation, programming analysis or reverse programming procedures, nor to create a derived software, nor to use the SIM Card in any other manner than is foreseen in the Agreement.

The Customer is liable for all damages suffered by Mobistar and by third parties, even in the case of loss or theft that are a consequence of the use of the SIM Card, regardless of the Communications Device in which the SIM Card is or has been used.

In case of loss or theft of the SIM Card, the Customer remains liable for the use of and payment for the card up to the moment that the Customer warns Mobistar by telephone via the customer service and requests a temporary suspension of the corresponding SIM Card. Subsequently, the Customer will receive a new SIM Card and the Service will be reactivated. The loss or the theft of the SIM Card does not imply the suspension and/or termination of the Contract.

The Customer is solely responsible for the correct insertion of the SIM Card in his Communications Device. If the SIM Card blocks or is damaged as a consequence of wrong handling by the Customer, a new SIM Card will be provided after a written request by the Customer.

## 2. Roaming

Mobistar offers the Customer the possibility to make and receive calls in certain foreign countries, as well as the possibility of placing international calls from Belgium, under those conditions that are documented in the Conditions for Services, and depending on the agreements that have been concluded by Mobistar with foreign operators.

The Roaming possibilities are also determined by the geographic area(s) where the Customer wishes to place or receive calls, and by the commercial agreements that have been concluded by Mobistar. The list of countries where Roaming is possible, and the rates for Roaming can be adapted as these agreements evolve. Such changes do not give the Customer the right to annul his or her Contract. A list of such countries and the corresponding rates is available from Mobistar and on the Mobistar website ([www.mobistar.be](http://www.mobistar.be)).

If roaming is activated in the framework of the Mobile voice service, roaming is also automatically activated on this Sim Card for the Mobile Data-services. The roaming tariffs do not take any account of the selected Mobile Data-subscription formula and roaming is not included in the monthly charge for a Mobile Data-services subscription.

In compliance with the applicable EC Directive concerning Roaming (no. 544/2009 of 18 June 2009) Mobistar implements a price transparency and safeguard mechanism, on the basis of which the Customer will be alerted if he/she has reached 80% of a specific financial threshold, set by the EC directive at 50 euros (excl. VAT), and whereby the roaming data sessions will be interrupted if this financial threshold is reached, unless otherwise expressly requested by the Customer. The Customer can also decide at this point, at his/her own explicit request, not to benefit from this price transparency and safeguard mechanism.

The Customer will find all information on this price transparency and safeguard mechanism in the Special Conditions on the Mobistar website.

The transparency system and safeguard mechanism will apply automatically from 1st July 2010 (unless expressly requested by the Customer not to apply the system).

Mobistar also alerts the Customer to the fact that Devices can automatically and uncontrolled enable a data roaming connection and that data is downloaded and that the Customer can deactivate this automatic data roaming connection. The Customer can find further information on this matter in the user manual of the Device in question.

## 3. Data transmission

The Customer can, under certain conditions, transmit data by way of the Mobile Services (SMS, MMS, Orange World, ...). This can be carried out in a variety of ways, as some of these possibilities are made available to the Customer automatically, others are dependent on an Option chosen by the Customer. In the latter case, the Activation date of the additional Service can be different from the Activation date of the Mobile Service.

## 4. Machine To Machine

Within the Service Machine To Machine, a Machine SIM Card may only be used within Belgium, for communications with other Machine SIM Cards of the same Customer, or with SIM Cards of the same Customer.

Such communications can run via GSM (Voice or Data transmission) or Mobile Data-technology.

Whenever a Machine SIM Card is used for other than the communications described above, Mobistar will invoice all communications outside of the Machine-to-Machine Service at the current tariffs documented in the Special Conditions, whereby such invoicing may be retroactive.

Mobistar maintains the right in such cases to deactivate the Machine SIM Card.

## 5. Mobile Number Portability

The Mobile Number Portability means that Customers have the right to keep their mobile telephone number whenever they transfer to a different mobile operator. Only the mobile telephone number can be transferred Services and Options are excluded from this regulation.

The transfer of a telephone number to Mobistar does not exempt the Customer from the obligation, of meeting and respecting his contractual obligations to the previous operator. Mobistar will respect the legal regulations with regard to the transferability of mobile telephone numbers, and will undertake the necessary measures for realizing a transfer requested by a Customer.

However, Mobistar cannot be made liable if the transfer is not carried out or is carried out in an untimely manner for reasons that lie with the previous operator of the Customer. Mobistar can, among other things, not be made liable for false, incorrect or unreadable transfer requests.

## 6. Communications

**6.1.** Unless other provisions have been agreed to, and with regard to the call time included in certain subscription types, Mobistar can carry forward unused minutes to the following month, with as a maximum the agreed included call time per month.

In case of a transfer to a new subscription formula, the maximum call time to be transferred is the included call time per month of the new subscription formula selected by the Customer.

**6.2.** The Customer acknowledges that the tariffs that have been agreed with Mobistar will be applied under the following specific conditions. At least 10 % of all calls, for each month and for all of the Customer's SIM Cards, must be incoming calls. If the Customer does not fulfil this condition, then Mobistar reserves for itself the right to immediately suspend the Mobile Service, without notification or compensation, and to impose the standard tariffs in conformity with the Agreement.

## 7. Office Zone Comfort option

**7.1.** Under certain conditions, Mobistar grants the Mobile Service Customer access to the Office Zone option.

**7.2.** The option gives the Customer the possibility to benefit from inexpensive tariff conditions when making mobile calls whilst using a Mobistar network GSM cell that is part of the Radio Zone specified below.

The detailed specifications and applicable tariffs for this option are included in the Special Conditions.

**7.3.** Mobistar shall do its utmost to ensure the good operation of this option. This commitment by Mobistar is a 'best-efforts obligation'. However, taking into account the statistical character of this option as described below, Mobistar cannot be held responsible if the option the Customer subscribed to is inaccessible or malfunctions.

**7.4.** Definition of the Radio zone and Geographical Zone

**7.4.1.** The Geographic Zone and Radio Zone are automatically defined specifically for the Customer by activating the option through IVR in order to offer the Customer specific tariffs for certain types of mobile calls. The 'main user' activates the option. He chooses and activates the Geographical Zone. Depending on the chosen tariff plan, either all Users or only the Users indicated by the main user enjoy the specific tariffs.

**7.4.2.** The Customer's 'Geographical Zone' is defined as the interior of one building as chosen by the Customer. This building

should be regularly used for the Customer's activities and must be located in Belgium.

**7.4.3.** The Customer's 'Radio Zone' is defined as a group of cells in the Mobistar network. This group of cells is chosen by Mobistar for this purpose to ensure that it corresponds to the Geographical Zone determined by the Customer as far as possible. As Mobistar is continuously making changes to the Mobistar network, the availability of the special cells within the Geographical Zone is also susceptible to change. The definition of the Radio Zone can therefore not be static and Mobistar shall retain the right to unilaterally change it to make it as suitable as possible, based on how the Mobistar network is evolving.

**7.4.4.** Taking into account the statistical nature of the radio transmission and traffic distribution in the Mobistar network, it is impossible for Mobistar to guarantee that all calls from a specific mobile phone of the Customer from his Geographical Zone go through one of the cells of the Customer's Radio Zone in order to establish communication. It is therefore impossible for Mobistar to guarantee that all calls from the Customer's Mobistar Mobile Device from his Geographic Zone are charged at the option's preferential tariffs. Mobistar can therefore not be held responsible for the possible consequences linked to the presence of obstacles to radio waves (buildings, natural obstacles, ...), atmospheric conditions or network availability (saturation, works, ...).

## 8. Restrictions relating to access and/or Mobile Service use

Mobistar cannot guarantee access to the Mobile Service if the SIM card is decompiled, analysed or disassembled or if it is used for improper or illegal purposes.

If the Customer has used a package in the framework of the Mobile Data Service, the loading and downloading speed is not subject to any restriction. This point can change depending on the tariff plan. Information on this is available on Mobistar's website.

## 9. Information on Mobile Service activation procedures

The Mobile Service activation procedure outlines, for indicative purposes only, the average term of delivery for the activation of the Mobile Service. Activation means the capacity to make and receive calls via the Mobile Service, eventual Options not included.

Activation with mobile number transferred: between 4 and 11 days starting from the day that Mobistar is in possession of a complete and correct dossier, dependent on the other operators systems (simple or complex transfer).

Mobistar will take into account, as far as it is possible, the transfer date requested by the Customer.

Activation without transfer of mobile number: 2 days starting from the day that Mobistar is in possession of a complete and correct dossier.

These are only average indicative-only terms of delivery. Therefore, they can vary from one case to another. These terms of delivery apply when Mobistar is in possession of a complete and correct dossier. The Customer is required to provide Mobistar with all the correct information required on time. Delays caused by third-party providers or by the Customer prolong the activation term of delivery.

If activation is for a Customer who has several invoicing profiles, the abovementioned term of delivery will consequently be prolonged by five days in order to allow for administrative processing of the dossier.

## Special conditions for Fixed Telephony Services

### 1. Definitions

**'Mobistar equipment for the Fixed Telephony Service':** equipment provided by Mobistar for the functioning of the Fixed Telephony Service.

**'Access Lines':** the entirety of the lines for telecommunications or data transmissions, including also leased lines and/or public telephone lines, and the accompanying equipment, which offer the Customer access to a Mobistar POP (Point of Presence) and/or to the Mobistar mobile Network.

**'PABX' (or 'PBX'):** Private Automatic Branch Exchange, a private telephone exchange that is installed at the Customers' and is connected to the public telephone network, or to the network of a PTO.

**'PTO':** a company that makes Access Lines available, as a local operator of a telecommunications network, or as a local provider of telecommunications services.

**'LOACPS' or 'Letter of Authorization CPS'** relates to the document whereby the Customer gives Mobistar a mandate to carry out the necessary steps with the local operator so that the communications from a fixed telephone line of

the Customer are automatically carried out via Mobistar.

The **'LoANP'** or **'Letter of Authorization Number Portability'** refers to the document by which the Customer mandates Mobistar to transfer his fixed phone numbers to Mobistar, with the consequence that Customer's contract with the donor operator regarding these fixed numbers will be terminated.

**'Fixed Communications Device'** and **'Approved Fixed Communications Device':** a Fixed Communications Device is defined as telephony equipment, which may or may not be connected to a private telephone exchange (PABX). An Approved Fixed Communications Device is defined as a Fixed Communications Device, which is authorised in accordance with the applicable Belgian regulations that are in force at the time of use.

**'Fixed Telephony Service':** the public telecommunications Service, which Mobistar offers to the Customer within the framework of a Contract, and which makes communications possible from one or more fixed telephone lines that are connected with a PABX in Belgium, which in turn is connected to the public telephone network.

**'VPN':** a virtual private network, a structured and integrated set of telephony components configured in such a way that they form a private telephony network. **'voice channels':** part of the bandwidth set aside for conversations.

The **'Business Livebox'** is the **'Integrated Access Device'** (IAD) and its accessories, such as the PABX plug and the devices installed as part of the minimum service offering via which the broadband internet and/or fixed telephony via broadband service is provided at the Customer's premises.

The broadband Internet connection and/or fixed telephony via broadband and the Business Livebox constitute an inseparable technical unit. The Business Livebox is installed on the Customer's premises by a fitter engaged by Mobistar. The Business Livebox remains Mobistar's property at all times. The rights and obligations with relation to the Business Livebox are set down in articles 2, 3 and 4 of the 'Special Conditions for the Broadband Service'.

### 2. Description of the various Services

**2.1. Fixed Telephony Service with Indirect Access:** national and international communications and calls to Mobile Devices and to specific special numbers are possible from one or various fixed telephone lines connected to the public telephony network. Obtaining access to the Fixed Telephony Service with Indirect Access is solely possible with a fixed telephone by adding the prefix '1595' (either manually or automatically) before the full number of the addressee.



**2.2.** The Fixed Telephony Service with Direct Access: a connection is set up of one or more conversation lines between the end user equipment of the Customer and an access point on the Mobistar-network, with the aim of acquiring better rates for fixed calls from the Customer to all mobile networks and all national and international addressees. A variety of technical solutions exist for connecting the Customer. The appropriate solution is selected on the basis of the Customer's location and infrastructure (for example the type of PABX), as well as the topology of his telephone network and the expected call traffic load. Different solutions can be chosen for each of a single Customer's sites. The equipment that Mobistar provides to the Customer within the framework of this Service is Mobistar Equipment, except in those instances where the equipment is sold to the Customer.

**2.3.** The 0800 Service is a telephone communications service which makes it possible for users to call free of charge to the Customer according to predefined criteria. This Service includes the allocation to the Customer of a telephone number (a 0800-number) and a number of optional Services. Calls from users to the Customer's 0800-number are paid by the Customer.

**2.4.** The VPN Service under the Fixed Telephony Service: the added value VPN Service comprises of offering the Customer a Virtual Private Network whereby multiple functions may be presented: private numbering plan, filtering calls, abbreviated numbers, Closed User Group, ... The functions selected are described in the Special Conditions.

**2.5.** If, on the basis of the Contract, Mobistar makes connections available to the Customer, then this is done in conformity with the conditions and the prices that are applied by the respective PTOs. The Customer knows and accepts that these conditions and prices can change.

**2.6.** The Fixed Telephony Service for telephony can be interrupted for maintenance, repair, upgrade and expansion works. In all such cases, Mobistar will make every effort to perform such work outside out of normal working hours and to inform the Customer in advance of such works.

**2.7.** The VOIP Trunking Service consists of a connection between the Customer's certified IPBX and Mobistar's network via an Ethernet interface.

**2.8.** Marketing numbers are not geographic 090X type numbers, etc. part of the series provided for in the national telephone numbering system for the provision of payable services via the electronic communications network. Mobistar offers the following Marketing numbers: 070, 078, 0800, 0900, 0902, 0903, 0904.

## 3. Obligations of the Customer

**3.1.** With the exception of the provisions that are foreseen in Article 3 of the Conditions for Services, Mobistar reserves for itself the right to refuse to implement one or more connections within the Fixed Telephony Service, or of certain Options of the Fixed Telephony Service, especially in the following cases:

- if the Customer does not make available the equipment that is required for good the operation of the Fixed Telephony Service
- if, according to first estimates by Mobistar, the Customer will not be capable of generating sufficient call traffic with the Fixed Telephony Service
- if the installations of the Customer are technically incompatible, e.g. for reasons of sub-standard cabling, PABX that cannot be configured, geographic distance not in conformity with the quality standards of the service, ...

If necessary the Customer must himself, at his own expense and liability, adjust his equipment – and in particular the internal cabling as from the Mobistar-equipment for the Fixed Telephony Service and/or his PABX – and make this conform to allow the functioning of the Fixed Telephony Service.

### 3.2. LOACPS

In the event of a Fixed Telephony Service with Indirect Access to which the Carrier Select code of Mobistar is automatically added, the Customer undertakes at the latest within 7 days after the conclusion of the Contract, to return the signed LOACPS to Mobistar.

In the event of a Combined Service, in the absence of a signed LOACPS returned in time, the Fixed Telephony Service shall not be activated, while the other Service that constitutes a part of the Combined Service shall be activated and invoiced at the standard tariffs at which this Service may be purchased separately from Mobistar.

### 3.3. Obligations in connection with the use of the Fixed Telephony Service

**3.3.1.** The use of the Fixed Telephony Service, in accordance with applicable legislation and regulations, is the complete and sole responsibility of the Customer. Mobistar is not liable for fraudulent use of the Fixed Telephony Service. In particular, Mobistar is not required to inform the Customer of every abnormal or unusual increase in the use of the Fixed Telephony Service.

**3.3.2.** The Customer commits himself to using the Fixed Telephony Service under the conditions determined in the Contract, and to report every malfunction or interruption of the Service within 24 hours to the telephone helpdesk of the Fixed Telephony Service, which is reachable every day around the clock.

**3.3.3.** The Customer will make no illegal or immoral use of the Fixed Telephony Service, and he will compensate Mobistar for all costs incurred by and fines imposed on Mobistar which are a consequence of a violation of this clause by the Customer.

**3.3.4.** The Customer commits himself to a minimum amount of communications, which are to be carried out via the Fixed Telephony Service during each period of minimum 12 successive months. If the total invoiced amount is not reached, then Mobistar will charge the difference to the Customer. This additional charge is calculated as the agreed minimum amount, minus the effectively invoiced amounts for communications during the previous 12 months. Mobistar has the right to monitor whether the minimum amount is reached, and it can proceed to make any required changes on an annual basis. The minimum amount of the Fixed Telephony Service that the customer must use in each period of 12 successive months is documented in the Special Conditions.

**3.4** Unless other conditions have been agreed, the Customer will not sell or let the Fixed Telephony Service as a whole or in part to third parties, and he will not permit their use by a third party in any form.

## 4. Number portability of fixed numbers

The number portability of fixed numbers means that Customers have the right to keep their fixed telephone numbers whenever they transfer to a different operator. The transfer of a telephone number to Mobistar does not exempt the Customer from the obligation of meeting and respecting his contractual obligations to the previous operator.

Mobistar will respect the legal regulations with regard to the transferability of telephone numbers, and it will undertake the necessary measures for realizing a transfer that is requested by a Customer. However, Mobistar cannot be made liable if the transfer is not or is carried out in an untimely manner, for reasons that lie with the previous operator of the Customer. Mobistar can, among other things, not be made liable for false, incorrect or unreadable transfer requests.

## LoANP

In case the Customer already has fixed telephone numbers and wishes Mobistar to implement these numbers on his network, Mobistar should have a signed LoANP by the Customer in order to activate the Fixed Telephony Service. The Customer is therefore obligated to return the LoANP to Mobistar not later than 7 days after entering into the contract regarding fixed telephony services.

## 5. Restrictions relating to access and/or use of the Fixed Telephony Service

Mobistar does not impose any restriction relating to the Fixed Telephony Service use: all standard destinations can be reached, unless restrictions have been imposed by the regulator (for example, the use of Marketing telephone numbers).

The Customer can block certain numbers in the PABX himself. He can also ask Mobistar to do so.

In the context of VOIP Trunking, in order to monitor service quality, the bandwidth size and the quality of Fixed Telephony Service only are measured against various parameters.

## 6. Information on the Fixed Telephony Service activation procedures

For access to the Fixed Telephony Service selected (with PRA, Indirect access via CPS, DLS) by agreement with the Customer in the framework of the project, the first connection term of delivery will be fixed by date. All will depend on the location and whether there is a need to carry out works by Third-Party Providers, in which case the activation term of delivery will be extended. Mobistar will make a 'Customer Journey leaflet' available to the client. It contains ample information on the Fixed Telephony Service stages and installation terms of delivery.

## 7. Marketing Numbers Service

**7.1.** The Customer accepts the Royal Decree of 9 February 2011 setting out the Code of Ethics for telecommunication, confirms having read the Code of Ethics and agrees to abide by it.

### 7.2. Invoicing for the Marketing Numbers Service

**7.2.1.** Mobistar will provide the Customer with documents every 2 months: on the one hand, a statement and, on the other, an invoice for the services provided by Mobistar in the framework of the Marketing Numbers Service.

**7.2.2.** The Statement documents a list of communications made to the Customer's Marketing Numbers. The list of communications documented on the Statement is definitive and valid in the case of a dispute.

In this document, Mobistar will make reference, on a separate line, to a 'Total collected on the order and the account of a third party' – AFER Circulaire n° 50/2009 (E.T. 109.696) dated 12/11/2009 and/or Circular n° IR/IV-4/91.638 (AREC - 2/2009 AFER 51-2009) dated 10/11/2009 as well as the total collected (TVAC) for this period. On the basis of the abovementioned

Circulars and Article 2 of the Belgian VAT Law, no VAT will be due in excess of the total collected.

**7.2.3.** The invoice stipulates the sum due from the Customer to Mobistar for the provision of the Marketing Numbers Service.

Mobistar will send the Statement and the invoice to the Customer at the latest on the 20th day of the month following the transactions.

The Customer is liable to settle the invoice in compliance with article 9 of the general conditions.

**7.2.4.** The Customer is responsible for paying the VAT to the VAT authorities.

**7.3.** Users of payable numbers have the right to contact Mobistar to request information on these numbers and Mobistar will give them the identity of the Customer, in compliance with the provision of the Contract.

**7.4.** The Customer is liable to communicate the tariff for each call to users. The Customer will draw up an individual invoice for users when they demand it.

## Special Conditions for the Broadband Internet Service.

### 1. Definitions and description of the Broadband Internet Service

The **'Broadband Internet Service'** refers to a Service, by which Mobistar implements the connection of the Customer to the Mobistar network with regard to the broadband Internet connection. The detailed specifications of this Service are included in the product descriptions, which are part of the Agreement with the Customer as special conditions regarding this Service.

The type of broadband access that a given Customer is provided with depends in each case on the situation of the Customer himself, such as (but not limited to) the number of voice channels the Customer wishes to have available, the quality of the copper pair present on site, or the distance from the Customer's site to the historical operator's network.

**'Directory'** refers to the location at Mobistar's server where all Customer's Internet sites, logs, statistics, etc. are kept.

**'Domain name'** refers to the series of characters, composed of two elements (in accordance with the name and the extension that was chosen by the Domain Name Holder for the registration), which ensure simplified access to a website.

**'Domain Name Holder'** is the natural or legal person that is registered as Domain Name Holder, i.e. the Customer.

**'My Office'** is the service that allows Customer access to the use of personalized mailboxes, and which allows the Customer to send and receive mail messages. The use of My Office is part of the Broadband Internet Service.

**'Log'** is the text file, in which the history is stored of the communication between the server, on which the Customer's Internet site is kept, and the visitors who click onto the Internet site.

**'Provider'** the person who mediates for the account of the Domain Name Holder in order to process operations on the Domain Name, i.e. Mobistar.

The **'Registrar'** is the Registration Centre for Domain Names, which ensures the operations regarding the Domain Name the Customer may apply for within the framework of his Agreement regarding the Broadband Internet Service.

The **'Self Care Tools'** are the electronic web applications through which the Customer may perform adjustments to the Fixed Services. Mobistar will do everything to ensure that its systems will perform the requested adjustments, which the Customer submits through the Self care Tools, automatically as soon as possible.

The **'Business Livebox'** is the **'Integrated Access Device' (IAD)** and its accessories, including the PABX plug and the accessories installed in the context of the minimum service offering, through which the broadband Internet connection and/or fixed telephony are implemented via broadband by the Customer. The broadband Internet connection and/or the fixed telephony via broadband, and the Business Livebox form a single, inextricable technical entity.

The Business Livebox will be installed at the Customer through an appointed installer by Mobistar. The Business Livebox always remains property of Mobistar.

**'Web hosting'** is the service, which entails the storage on a server of the Internet pages, of which an Internet site is constructed, in order to enable an Internet visitor to consult them. Within the framework of the Broadband Internet Service, this may concern both Web hosting Windows and Web hosting Linux.

The 'VPN' service under the Broadband Internet Service comprises offering the Customer a Virtual Private Network on the broadband connections that are installed at the Customer's sites.

## 2. Performance, obligations and liability of Mobistar

**2.1.** Mobistar only ensures the compatibility of its Broadband Internet Service with the Business Livebox provided by Mobistar.

**2.2.** The Customer recognizes his awareness of the fact that Internet connection and fixed telephony via broadband are no longer possible in case of:

- electrical breakdown, except when the Customer has an alarm central, in which case Mobistar provides a replacement battery for the supply of the Broadband Internet service
- the Customer shuts down the Business Livebox.

In the above cases, the Customer is incapable of contacting the emergency services through the Broadband Internet Service and fixed telephony via broadband. Mobistar insists therefore that the Customer shuts down his Business Livebox as little as possible.

When the broadband access and/or the fixed telephone via broadband are down, the Customer may in some cases elect for a minimum service offering in terms of the conditions laid down in the product descriptions.

**2.3.** In order to safeguard the integrity and performance of the Broadband Internet Service and of the Mobistar network, Mobistar reserves the right to monitor the used volumes at any time, and to do anything necessary to preserve this integrity and performance. The proper operation of the minimum service option depends on proper accessibility within the Mobile Service at the Customer's location.

Where no broadband access is required, the Customer may in some cases elect for a minimum service offering in terms of the conditions laid down in the product descriptions.

**2.4.** The Broadband Internet Service provided by Mobistar is limited to the supply of the necessary connections to enable the use of broadband Internet and fixed telephony. The end user equipment required to be able to use the Broadband Internet Service itself is therefore not covered by it and is entirely at the Customer's responsibility.

### 2.5. Liability of Mobistar for the Broadband Internet Service

While the provisions of article 5 of the General Conditions remain fully in force, Mobistar cannot be held liable

for damages in case or as a result of:

- poor performance of devices that allow access to the Broadband Internet Service, with the exception of a poor performance, not caused by the Customer, of the Business Livebox
- any actions undertaken by the historical operator
- problems of reduction in speed or of a limited performance of the Broadband Internet Service, which may be caused by:
  - changes to the Broadband Internet Services due to works by the historical operator on his network, lines or exchange
  - the location of installation of the Broadband Internet Service is too far away from the telephone exchange of the historical operator, and this distance varies from case to case and is dependent of parameters that cannot be attributed to Mobistar
  - a neighboring number is activated, which may lead to the impossibility to surf, malfunctions or slowness
  - a large number of surfers or downloaders are using the same loop
  - the wiring is in a bad condition or of bad quality at the location of installation
  - a combination of the above factors.
- a malfunction in the operation of a server. The Customer recognizes that the software used to control the server, is part of a very complex domain and that it is impossible to guarantee the absence of failures and malfunctions with this software. Mobistar will do everything possible to limit such malfunctions

### 2.6. Liability of Mobistar with regard to Web hosting

Mobistar cannot be held liable for damages in case or as a result of:

- blocking of access to Web hosting because of (i) the presence of an unauthorized element on the Customer's Site (ii) violation of the Agreement, a Contract, or the applicable laws
- the refusal to activate Web hosting because of reasons mentioned in article 6.2 of these Special Conditions for the Broadband Internet Service
- the contents of the Customer's Site, which does not comply with the obligations imposed by Mobistar
- loss of the data, stored by the Customer in the Directory, of which the Customer did not make a backup
- not updating the control system by the Customer
- saturation of the server causing a blocking of the access to the Customer's Internet site as a result of his neglect at respecting the disk space allocated to the Customer or of the stipulated rules regarding bandwidth
- troubles in getting access to the Customer's Site if these troubles are due to the construction of his Site, to the number of visitors that wants to get access to the Customer's Site simultaneously, or to all service providers that are responsible for the transportation of data on the Internet

- the unauthorized contents of the Customer's Site
- sending Spam or Direct Mail by the Customer or the Customer's Site representative
- contamination of the Customer's Site by a virus, since it is up to the Customer to protect his Site
- invasion, malice by third parties on the Customer's Site or on a Mobistar server or on a site of a third party
- the distribution of a virus by the Customer or the Customer's Site representative (whether or not voluntarily)
- performing a forbidden activity through the Customer's Site as mentioned in article 6.7 "unsafe activities" of these Special Conditions for the Broadband Internet Service.

### 3. Obligations of the Customer

#### 3.1. Preceding requirements for installation of the Business Livebox and activating the Broadband Internet Service

**3.1.1.** The Customer is obligated to provide access at the place of installation and at the moment of the agreed time of installation and/or at any time during the Contract concerning the Broadband Internet Service, to Mobistar or its subcontractor, and to allow them to perform all necessary works and changes that enable Mobistar to fulfill its contractual obligations.

Mobistar reserves the right to charge costs to the Customer if Mobistar or its subcontractor did not get access to the place of installation or at the agreed times.

The Customer will not perform such works for the installation of the Business Livebox himself, unless with explicit permission by Mobistar.

**3.1.2.** The Customer will prepare the place of installation and make it suitable for the installation of the Business Livebox. This means that:

- the available Ethernet cards must be installed and functioning
- if the Customer has one, the HUB/switch/router must be installed, accessible, and functioning
- if the Customer has one, the PABX must be installed, accessible, and functioning the PABX must also meet the Euro ISDN standard
- the cables (UTP cable) to connect existing PCs with the HUB or router must be available
- sufficient contact boxes must be available close to the Terminal
- the Customer must have the 'administrator user names' and passwords available for the PCs that need to be configured, as provided in advance by Mobistar
- the Customer must have available the telephone number of any alarm control centre to which his alarm system is connected

- the Customer must have available the contact details of the PABX supplier, where the Customer has one.

**3.1.3.** The Customer must allow Mobistar or its subcontractor to use the power supply of the Customer without charges, if necessary.

**3.1.4.** If the Customer is not the owner of the building, he must ask permission in advance from the owner. Mobistar is not responsible if works are performed on the building with permission of the Customer.

**3.1.5.** Mobistar reserves the right not to activate the Broadband Internet Service and to end the Agreement for the Broadband Internet Service with the Customer immediately, without costs or paying damages, if the Customer does not comply with one or more of the requirements mentioned above.

In this case, Mobistar reserves the right to demand compensation from the Customer for premature termination, according to the provisions of article 12 of the General Conditions.

**3.1.6.** The Customer shall advise Mobistar well in advance of a planned move. The Customer shall do what is necessary for the move of the Business Livebox and its accessories himself. However, the installation of the Business Livebox at the new Customer location after the move shall be carried out by a Mobistar-appointed installer.

In order to ensure the installation of the Business Livebox after a move, the Customer should strictly comply with the provisions of article 3.1 'Preceding requirements for installation of the Business Livebox and activating the Broadband Internet Service' and the provisions of article 4.8 'Installation of the Business Livebox'. The installation of the Business Livebox at the new address shall only take place if all Mobistar's required conditions are met and if it is technically possible (in the sense of article 3.5 of the General Terms and Conditions) to supply the Service.

#### 3.2. Appropriate and normal usage of the Broadband Internet Service

The Customer undertakes that he will not pass a fixed IP address to third parties or allow a fixed IP address to be used by third parties.

The Customer will apply and respect the guidelines of Mobistar regarding the Business Livebox in order to realize good operation and support of the Broadband Internet Service. Moving the Business Livebox from its original location of installation is strictly forbidden, with the exception of an in-house movement. Mobistar informs the Customer that moving the Business Livebox in-house may have an impact on the Broadband Internet Service. The Customer is solely responsible

for any consequences of a moving of the Business Livebox.

## 4. Rights and obligations of the Customer with regard to the Business Livebox

**4.1.** The Customer will receive a non-exclusive and non-transferable right of license for the usage of the Business Livebox, such for the objectives, the duration and within the restrictions as stipulated in the Contract.

**4.2.** The Customer is obligated not to remove the notifications on the Business Livebox, which indicate that the Business Livebox is not the property of the Customer, and to ensure that these notifications remain in good condition.

**4.3.** The Customer is obligated not to transfer or to rent the Business Livebox to any third party, in full or partially, unless with explicit permission of Mobistar.

**4.4.** The Customer is obligated not to repair, service or alter the Business Livebox in any case or to have it repaired, serviced or altered in any case by any third party that is not recognized by Mobistar, nor dismantle it or have it dismantled.

**4.5.** The Customer shall use with due care the Business Livebox in a normal office environment.

Once the Business Livebox is delivered to the Customer and as long as it is at the disposal of the Customer, he alone is liable:

- for any usage of it and for the consequences of such usage
- for any loss, any theft, or any damaging of the Business Livebox, regardless of the cause, with exception of defects in the Equipment that are not caused by the Customer and normal wear.

**4.6.** If the Business Livebox has defects, Mobistar will repair these defects for free, or replace the Business Livebox insofar as these defects were not caused by the Customer. If Mobistar is compelled to replace the Business Livebox, the Customer is compelled to return the Business Livebox to Mobistar via the installer.

**4.7.** If a third party takes a conservative measure against the Customer, or proceeds to executive impoundment of the Business Livebox, the Customer is obligated to point out to this third party that this Business Livebox is not the property of the Customer and that it is only stored at the place of installation. If the third party refuses to amicably discontinue the impoundment, all costs made by Mobistar to execute its rights will be at the expense of the Customer.

## 4.8. Installation of the Business Livebox

The installation of the Business Livebox includes in its standard configuration:

- installation of the Business Livebox within a distance of 30 meters of the existing Ethernet or telephone cable (on skirting boards)
- installation of a replacement battery In the Business Livebox only in the case that there is no alarm system at the Customer's place
- configuration of the Business Livebox for fixed telephony and broadband Internet
- insofar as the Customer already used broadband Internet and/or fixed telephony services through one or more other supplier(s): complete connection of the telephone installation and of the routers/PCs of the Customer onto the Business Livebox, configuration of Wi-Fi and installation of the communication service My Office Services
- insofar as the Customer did not yet use broadband Internet and/or landline telephone services through one or more other suppliers, the standard connection of routers/PCs of the Customer onto the Business Livebox will be limited to four connections, and the configuration of Wi-Fi and of the communication service My Office Services will be performed for a single user
- for possible activation of One Touch Voice Mail: the mapping of fixed mobile numbers
- ordering the included McAfee anti-virus programs.

Insofar as the installation of the Business Livebox with the Customer differs from the standard configuration mentioned earlier, additional costs may be charged, which must be paid by the Customer directly to the installer, unless otherwise stipulated. Every new installation or moving of the Business Livebox shall be charged to the Customer on the basis of the installation rates at that time.

If the Customer has a PABX, the PABX supplier is required to be present at the time of installation.

At the moment of installation, the Business Livebox will be tested. If the Customer has not made any comments at that moment regarding the workings of the Business Livebox, he recognizes to have received it in good condition without any visible defects or shortcomings. Mobistar is not responsible for any changes to the devices' configuration at the Customer location after installation that have an impact on the good operation of the Mobistar services.

The Customer will check if the charger is still working. If it has to be replaced, Mobistar will send a new one to the Customer. The Customer shall replace the charger himself.

#### 4.9. Returning the Business Livebox

At termination, for whatever reason, of the Broadband Internet Service Contract, the Customer should return the Business Livebox to Mobistar in its original state, except for normal wear, within 14 working days after the termination of the Contract. If the Business Livebox is not returned to Mobistar within this period of time, Mobistar reserves the right to have the Business Livebox collected by the installer at the cost of the Customer.

### 5. Domain Name Registration

For the registration of domain names, Mobistar calls on Nordnet, BP 60985, 111 rue de Croix, 59510 HEM, France, as Registrar. The “general terms and conditions for the registration and management of domain names Nordnet Registrar” apply. The Customer recognizes, before taking actions with regard to domain name registration, to be aware of these general terms and conditions for the registration and management domain names Nordnet Registrar, and to have accepted them. The Customer states to be in possession of a copy thereof. Mobistar is ‘Provider’ for the domain name registration. The terms and conditions for rates and payment of Mobistar apply to the domain name registration.

### 6. Web hosting

#### 6.1. Web hosting included in the Broadband Internet Service

Web hosting is included in the Broadband Internet Service according to the specifications provided in the product descriptions. Extensions of Web hosting are possible as a (paid) Option. Every other service supply, particularly providing access to the Internet, registering a domain name, design, development, translation, maintenance, updating the information on the Customer’s Internet site, and developing management and administration means for the Customer’s Site are not included in Web hosting.

#### 6.2. The right to refuse Web hosting

If Mobistar finds that the Customer’s Internet site does not respect the provisions of this Agreement or of the rules and regulations, Mobistar may refuse Web hosting within ten (10) days after receiving the Customer’s application.

#### 6.3. Technical features and usage prescriptions of Web hosting

Use of Web hosting presumes knowledge in the field of programming. The Customer states to have asked Mobistar all useful questions with regard to Web hosting and thus to have the necessary information.

#### 6.3.1. Technical features of Web hosting Windows

Web hosting Windows is realized under Windows®. Certain functionalities inherent to Windows® may be deactivated because of the quality of Web hosting. Windows® is a registered trademark of the company Microsoft Corporation.

Depending on the offer, to which the Customer has subscribed, he will have a standard disk space limited to 50 or to 250 megabytes, 1 gigabyte or 4 gigabytes, as well as different options that are described elaborately in the product descriptions. These options may evolve without changing the performance of Web hosting. The Customer may switch from one offer to the other according to the terms and conditions mentioned under ‘Switching’.

#### 6.3.2. Technical features of Web hosting Linux

Web hosting Linux is realized under Linux. Certain functionalities inherent to Linux may be deactivated because of the quality of Web hosting. Linux is a registered trademark. Web hosting Linux offers an answer to certain needs, such as the need for compatibility with databases MySQL and the script language PHP.

Depending on the offer, to which the Customer has subscribed, he will have a standard disk space limited to 50 or to 250 megabytes, 1 gigabyte or 4 gigabytes, as well as different options that are described elaborately in the product descriptions. These options may evolve without changing the performance of Web hosting. The Customer may switch from one offer to the other according to the terms and conditions mentioned under “Switching”.

#### 6.3.3. Allocated disk space

The maximum disk space allocated to the Customer depends on the offer to which he has subscribed and complies with all data, which are in his Directory (pages, pictures, Log, etc.). The Customer is responsible for the management of those elements and particularly for removing the Logs that have become redundant or that he may not keep because of legal provisions.

The Customer is obligated not to exceed the disk space allocated to him, otherwise Mobistar may suspend the Customer’s access to Web hosting. In Customer’s subscription space, accessible through the Self Care portal, the Customer may view the disk space used by him. Parties agree that the data in the subscription space serve as evidence to determine how much disk space the Customer is actually using.

#### 6.3.4. Shared Web hosting

Web hosting of the Customer’s Site is so-called shared Web hosting.

The Sites of different customers have been placed on the same server. Any breach of the Agreement may therefore cause damage to Mobistar, but also to other Customers, which are hosted on the same server or on other servers of Mobistar. The Customer excludes himself from making changes to every element that is not strictly in his Directory, in particular on the Internet site of another Customer or on Mobistar's Site, even if those are accessible.

The Customer excludes himself also from entering Mobistar's systems or the systems of other Customers. Mobistar has the opportunity to suspend or end Web hosting under the conditions provided in the articles "Suspension – Termination" if these provisions are not respected.

### 6.3.5. Bandwidth

No restriction whatsoever applies to the Customer regarding the bandwidth. Mobistar does however have a full bandwidth that is allocated to its different customers, whereby the distribution is not determined in advance.

The Customer, therefore, is aware of the fact that the bandwidth that he has may vary continuously. The Customer excludes himself from the use of a bandwidth that is amply more than an average bandwidth used for a Site of average size, and he ensures that – without prior written permission by Mobistar – no systems will be on his Site that cause excessive usage of the bandwidth.

Finally, the Customer avoids any use of the bandwidth that may cause inconvenience to other customers with an Internet site on Mobistar's servers.

If these provisions are violated, Mobistar reserves the right to suspend or terminate access to Web hosting according to the terms and conditions mentioned in the articles "Suspension – Termination".

### 6.3.6. Software

The Customer must possess the licenses of all software that he uses to create or change his Internet site. For all technical questions regarding his Site, which are not related to Web hosting, the Customer should contact the publisher of the software that he is using, or another intermediary, depending on the situation.

### 6.4. Access to Customer's Site

The Internet site of the Customer can be accessed from an address of the type www.yyxxx.Mobistar. The site can also be accessed from a domain name, of which the Customer is the holder from the moment that he ensures forwarding from the domain name of which he is holder to his Site, or that he has this ensured.

From the moment the Internet site is accessible by an address of the type www.yyxxx.Mobistar, the Customer is aware of the fact that violation of the Agreement may lead to reputation damage with Mobistar, so that Mobistar may claim compensation for damages. Moreover, Mobistar may suffer general damage by actions of third parties that are linked to the contents of the Customer's site.

The Customer states that the domain name, under which his Site may be consulted, does not constitute a transgression of the rights of third parties, nor of the laws in Belgium or abroad, nor of the contract that the Customer has entered into with intermediaries and/or with Registers and/or with supervising authorities. The Customer is obligated to ensure that this statement is always valid during the term of the Contract. In the current clause "x" represents a number between 1 and 255, and "y" a letter.

Mobistar will do everything possible to guarantee access to the hosted Site 24 hours a day, and 7 days a week. Yet, access will inevitably be prevented for the reasons mentioned in the Agreement, which can be attributed to the Customer, to force majeure, or to Mobistar, in particular because of maintenance works. The Customer will be informed as much as possible about maintenance works.

### 6.5. Security of data - Backup

The Customer is obligated to use all protective systems that he deems necessary to protect his Site, if and when needed, against invasion, and to consult authorized experts to clearly define his security policies.

It is recommended that the Customer makes a backup of his Directory after every change, and that he also makes a backup of his sensitive data, particularly on the day before the expiration date of his Contract for the Broadband Internet Service, even when no changes are made to his Internet site. If elements disappear from Customer's Directory, he will use his own backup files in order to restore his Directory to its original state, even if the disappearance is due to a shortcoming by Mobistar. As general information, Mobistar wishes to indicate that no backup or restoration system offers full protection. Therefore, it is essential to combine different backup and restoration systems. For this reason, Mobistar advises the Customer to make backups very regularly at least in two external and reliable ways. These external provisions must have disposal of the necessary protection in order that a third party cannot read the data present. Moreover, for backups, these provisions must be at another location than the location where the server, the computer, or the server on which the backup data are stored, are located.

If the Customer uses different external provisions, each provision must be stored at another location.



## 6.6. Switching and Cancellation of Web hosting

### 6.6.1. Switching

If the Customer wishes to switch to another offer of Web hosting in order to reduce or enlarge the volume of the allocated disk space, the Customer should contact Mobistar via the Self Care portal with a request to switch. It is not possible to switch from a “Web hosting Windows Package” to a “Web hosting Linux Package”, or vice-versa.

The terms and conditions for a switch and the rates can be found via the Self Care portal. The Customer should first check whether or not he meets those provisions and has the provided compatibility.

If the Customer wishes to switch to another offer of Web hosting with less storage space, he is obligated to ensure that – on the day of the switch – the size of the data in his Directory are equal or less than the storage space that he will have after the switch. Prior and explicit permission from Mobistar is required before the switch. If the application for a switch by the Customer is refused, it is assumed that the Customer is still subscribed to his previous offer for Web hosting under the terms and conditions and at the rates that are applicable to it. Considering the technology used and the possible participation of the Customer in the switch, Mobistar is not bound to any obligation and cannot guarantee the switch from an offer of Web hosting to another offer.

### 6.6.2. Cancellation

If Mobistar finds that Web hosting to which the Customer has subscribed can no longer be performed or can no longer be justified in view of the current state of the technology, then Mobistar reserves the right to cancel the product. In such case, Mobistar will notify the Customer by regular mail or by mail and will propose a replacement formula to the Customer. If the Customer does not object by mail or fax within two (2) months from the date of said regular mail or mail, the replacement formula will take the place of the original formula. Otherwise, Web hosting and its associated options will be cancelled within three (3) months after the mail of notification. The Customer is obligated to make all necessary backups before Web hosting is cancelled and interrupted.

## 6.7. Unsafe Activities

The Customer is obligated not to endanger the quality of the Web hosting service, which Mobistar supplies to its customers, by his actions. If that still occurs, Mobistar may suspend or cancel the Web hosting of the Customer under the terms and conditions mentioned in the articles “Suspension – Termination”.

Generally, the Customer excludes himself from undertaking any unsafe activity on or from his Site, i.e. an activity that involves: storage, receipt or transfer of data, using sensitive applications or applications of great value for which, for example,

an operation is required that is resistant against interferences, such as installations for monitoring or management in an unsafe environment that need to function flawlessly, particularly nuclear installations, air travel and/or communication, supervising air traffic, medical devices, particularly resuscitation devices, or systems for the inspection of goods and persons, weapons systems, etc. Mobistar should not perform any checks in this respect.

The Customer is deemed responsible for contamination with a virus that took place from his Site. In case of a contamination, for which the Customer is responsible, the Customer should compensate Mobistar for damages suffered, particularly for loss of reputation and of customers, as well as customers who have suffered a loss. In case of contamination, Web hosting may be suspended or cancelled, as provided in the articles “Suspension – Termination”.

## 6.8. Management of the Account

The Customer may manage Web hosting directly via the Self Care portal, on the condition of identification through his personal access code.

The Customer may activate or deactivate access to his Site himself and consult the visitors’ statistics of his Site. The statistics are only informative.

## 6.9. Contents of the Site and respecting the rights of third parties and the applicable laws

The Customer will not participate in any way in the distribution of viruses from his Site, or in the sending of Spam, regardless of whether these mails are destined for Belgium or abroad, or to perform such practices himself.

Sending Direct Mail from the Customer’s Site is only allowed if the Customer has prior permission regarding the addressees according to the laws on electronic trade. Moreover, prior permission by Mobistar is required for each sending of Direct Mail. If the Customer does not receive a written response from Mobistar within fifteen (15) days, he should assume that his request was denied. If this provision is not complied with, the Customer should pay to Mobistar the sum of two (2) euros, excluding VAT, by return of mail at this address, after a Direct Mail or Spam action performed by him.

If any of the above paragraphs is violated, Mobistar will have the opportunity to suspend or cancel Web hosting of the Customer under the conditions provided in the articles “Suspension – Termination”.

The Customer is obligated to point out the provisions of this Agreement that relate to Web hosting entirely to anyone who changes the contents of his Internet site.

Mobistar prohibits the offering of elements of a pornographic or erotic nature, as well as games for adults, on the Customer's Site, even if these elements would be in compliance with Belgian law. Mobistar alone will assess the pornographic, erotic or adult character mentioned above.

In case of doubt, the Customer is obligated to refer to the services of Mobistar in advance and to ask for their advice.

The Customer states that the form and the contents of the Internet site, for which he requests Web hosting on the ground of the Web hosting Contract, including the hyperlinks that are present on the Site, respect the peace and constitute no violation of the rights of third parties or the provisions of the Agreement, or any applicable laws or regulations, in particular with regard to the protection of minors (pornography, pedophilia, etc.), the protection of crimes against humanity, inciting racial hatred, criminal offence, crime, suicide, violence, terrorism, manufacturing products that may cause a hazard for human health or for goods, fraud with regard to bank services, viruses, joining a sect, the right to an image, copyright, the law on trademarks or other intellectual property rights, the right to a name, first name or pseudonym of a person, the laws regarding competition and loyal behavior in commerce. (This list only constitutes an indication and is in no way exhaustive.)

Moreover, the Customer is obligated to respect the following (non-exhaustive list):

- the laws regarding Electronic Trade
- any specific provision that applies to the activity, which is performed by means of the Internet site or on any element of the Site
- the netiquette
- the provisions regarding the intellectual property of elements on the Sites of third parties
- the laws regarding the protection of privacy, in particular when the Site gathers personal data (such as mail address, identity and banking information, etc.)
- all foreign laws that may be applicable.

Mobistar is not obligated to monitor the contents of the hosted Site in order to check whether it complies with the applicable laws and regulations, and with the Agreement.

However, Mobistar reserves the right to block access to the Customer's Site if the Site contains unauthorized elements or controversial links, or if the Site violates the Agreement or the applicable laws.

In such case, Mobistar may suspend or cancel Web hosting as provided in the articles "Suspension - Termination", or summon the Customer to adjust his Site.

Furthermore, Mobistar will respect any legal decision, or any definitive or executable decision that replaces it, which mandates Mobistar to suspend or to block access to his Site. This blockage,

suspension or cancellation does not compel Mobistar to pay any compensation for damages. The Customer is liable in case of violation of the Agreement or of the applicable laws, with regard to third parties, other Customers or to Mobistar.

The Customer alone will carry the consequences of any claim, in particular all costs and the possible conviction of Mobistar as a result of his Site. The Customer must compensate Mobistar and all third parties for any damages suffered.

At the request of the competent judicial authorities, monitoring and/or transfer of information may take place. Moreover, if it is established that unauthorized elements or elements that are in contradiction with the provisions of the Agreement or the applicable laws are being performed from the Customer's Site, Mobistar will report this unauthorized facts to all competent authorities.

If Mobistar indeed becomes aware of any illegal information or activity, this will be reported to the Public Prosecutor immediately, who will take the necessary measures according to article 39b of the Criminal Procedure Code.

## 6.10. Security Risks

The Customer agrees, within the limits of reason, to tolerate the risks, imperfections or unavailability of the servers, since the programs used by Mobistar are complex and not all possible user objectives can be tested in advance.

Mobistar is obligated to apply the recommendations of the publishers of software regarding possible security risks or malfunctions of their products as soon as possible and as much as possible, except in case of substantial and proven incompatibility, in particular in connection with other software used by Mobistar.

Mobistar is also obligated to update the software products of the publishers as soon as possible and as much as possible. In any case, the publishers remain responsible for their own recommendations and updates themselves, as well as for any damage that may arise from it.

Mobistar cannot be held liable for the application of recommendations to update products, even if Mobistar was cautioned for possible damage, since it is impossible to perform complete tests that preclude every error.

## 7. Mail

### 7.1. Creation of and access to mail

Within the framework of the Broadband Internet Service, Mobistar provides the Customer with mailboxes and the usage of mail under the name 'My Office', according to the specifications provided in the product descriptions.

Extensions are possible as a (paid) Option. Mobistar makes available to the Customer certain options, such as the paid 'Mail Synchronisation' Option for a Mobile Device (offering this function).

Mobistar undertakes to do everything possible to ensure that access to mail and the Options (including use of a shared agenda with colleagues and mail synchronisation) is provided in an optimum manner. Mobistar's obligation is a 'best-efforts obligation' to provide access to mail and the corresponding Options.

In order to create a mailbox, the Customer must be identified as "main user". Only the main user has the opportunity to create mailboxes.

The mailbox created with subscription to the Broadband Internet Service constitutes the account of the main user of the Customer, through which other mailboxes can be created.

Every mailbox is identified by: an mail address xxxxxx@myoffice.mobistar.be and a personal access code (a login and a password). These identification elements enable access to the mailboxes.

Mobistar will inform the Customer of the created mail addresses and the access codes associated with them.

The Customer can individualize his personal access code through the Self Care portal or directly through the My Office mailbox.

If the Customer does not accept the conditions mentioned above, Mobistar is not able to guarantee validation of the address and access to the mailbox.

The Customer is obligated to inform the Users of the mailboxes of these user conditions, which also apply to them.

The entirety of the information relating to the main account or the additional accounts can be consulted through the Self Care portal.

## 7.2. User conditions of mail

Mobistar only guarantees the sending of messages over its servers. Mobistar only allows the sending of mails over the mail servers of Mobistar, except if the Customer uses a fixed IP address.

In case the Customer makes an mail connection and sends messages through another connection than the one that is supplied via the Broadband Internet Service, these messages will go over the servers of a third party. In such case, Mobistar does not guarantee anything relating to the sending of the mail messages.

Nor is Mobistar liable for devices by which the Customer makes connection to the servers of Mobistar, since only the Customer

has control over it. Mobistar advises the Customer to secure these adequately.

The Customer is obligated not to forge the mail addresses from which the mail is sent.

The Customer is obligated:

- not to send unsolicited mail messages to one or more addressees ("spamming")
- not to forward mails or files via mail or in any other way, which contain viruses or any other program aimed at interrupting, destroying or limiting the operation of software, computer or telecommunications network.

Mobistar reserves the right to take all measures necessary to stop such behavior in order to enable normal usage by the other customers and to avoid any malfunction of the servers. Mobistar reserves the right to suspend or cancel the mail service according to the articles "Suspension – Termination" in case of non-compliance by the Customer with the provisions mentioned above. The mail messages will be stored at Mobistar's server up to the limit of the offer to which the Customer has subscribed, above this limit mail messages will be refused automatically and they can not be forwarded to the mailbox(es) of the Customer.

Anti-spam protection is integrated in all mailboxes and cannot be deactivated. The anti-spam protection is supplied by a third supplier who will filter and limit those mail messages that are recognized as unsolicited by means of an automatic processing tool, and possibly by the user himself. These mail messages will be classed in the Spam folder of the mailbox concerned. These undesired mail messages will be saved for seven (7) days from their receipt insofar as allowed by the storage capacity of each mailbox. After this term, these messages will be destroyed automatically.

In order to guarantee the operation of the anti-spam protection, the Customer accepts that the entirety of the mail messages that he receives in his My Office mailboxes will be analyzed by the automatic anti-spam tools.

Mobistar may change the characteristics of the mail service, such as the availability of new functions or changing or canceling certain functions, provided that the Customer will be notified thereof one month before this change takes effect.

## 8. Software

Within the framework of the supply of the Service, Mobistar provides the Customer with Software according to article 7 of the General Conditions.

The Customer recognizes that Mobistar processes data via the Software with regard to the specifications of his PC(s) and/or modem(s) and the configurations on his PC(s). The Customer recognizes that Mobistar may update a part or the entirety of the said Software at any time, even online.

## 9. Suspension

The provisions regarding the suspension in article 11 of the General Conditions apply mutatis mutandis to the Broadband Internet Service. Moreover, in the case of serious shortcomings by the Customer regarding his obligations, more particularly in the case of a violation of the law, this Agreement or the rights of third parties, in case of non-compliance by the Customer of the netiquette, if the integrity of the Broadband Internet Service and the correct operation of the Mobistar network may suffer, Mobistar may block access of the Customer to the Broadband Internet Service and/or certain Options, to the Mobistar network as well as access by third parties to the contents in question, immediately and without being due any compensation for damages.

The Customer will be notified of this blockage via mail and/or letter giving formal notice to meet his obligations.

Mobistar reserves the right to take – at its own initiative – all measures that are necessary if the integrity of the Broadband Internet Service and the proper working of its network are endangered. These measures may consist of automatic activation of anti-spam protection in case of spam attacks, which endanger the proper working of the network, the suspension of the Customer's access to the Broadband Internet Service or the suspension of the access of third parties to the information distributed by the Customer.

If Mobistar establishes that Customer's system is not protected against open relay/open proxy or if, because of an open relay or open proxy system of the Customer, damage is caused to the Mobistar network or to the Broadband Internet Service, for example because a massive quantity of mails is blocking normal mail traffic or because the system of the Customer is used by hackers, Mobistar reserves the right to suspend the Broadband Internet Service and/or the Options for the Customer – in full or partially – without prior notification. The Customer will be notified of the suspension by letter. The service will be resumed when Mobistar receives written confirmation from the Customer that the necessary protective measures have been taken.

## 10. Termination

The provisions regarding termination in article 12 of the General Terms and Conditions for Services apply mutatis mutandis to the Broadband Internet Service.

If the Customer has not complied with the rules within ten (10) days after suspension of the Broadband Internet Service and/or the Options, Mobistar has the right to terminate the Contract in writing, without term of notice and without being due compensation for termination or for damages.

Termination of the Contract for the Broadband Internet Service includes termination of both the fixed telephony and access to the Internet through broadband and of all Options.

## 11. Information on the activation procedure for the High-speed internet Service

The activation term of delivery for the High-speed internet service is fixed by agreement with the Customer. It will depend on the location and whether there is a need to carry out work on site by Third-Party Providers, in which case the activation terms of delivery will be extended. The Customer shall provide Mobistar with all the correct information required on time. Mobistar will make available to the Customer a 'Customer Journey leaflet'. It contains ample information on the installation of High speed internet service stages and terms of delivery.