

## General Conditions Business Booster

The present General Conditions apply to the Business Booster Service, an evolving digital service designed and developed by Proximus for small and medium-sized companies to boost their business on the web. The various offers include the possibility of developing a website, an online shop, an online presence, or the launch and monitoring of campaigns on Google, Facebook and/or Instagram, as well as the analysis of your online presence followed by advice adapted to your objectives.

### 1 Specific rights and obligations of Proximus

For the application of the present General Conditions, the following definitions shall apply

- **Customer:** Any Customer who is not a consumer with whom Proximus has concluded the Contract or who requests to conclude the Contract with Proximus.
- **Service:** Refers to the following offers : Advertising Booster Pack, Webshop Pack, Visibility Pack and any options taken by the Customer, as defined in the "Business Booster" brochure, available on the Proximus website.
- **Price:** Refers to the price(s) due for the Service as stipulated in the Proximus Price List available on its website.
- **Contract :** All the Terms of Use, the present General Conditions and the Price List, the "Business Booster" Brochure and, if applicable, the order form and the confirmation letter.
- **MyProximus:** A personal and secure access to various online applications via [www.proximus.be](http://www.proximus.be) made available to the Customer
- **Invoice:** The document entitled invoice or any other document by which Proximus claims payment for its services or collects, in the name and on behalf of third parties, the amounts related to the services of these same third parties.

### 2 Subject

Proximus undertakes to do its utmost to provide the Client, who accepts, with the Service within the time limits specified in the Brochure and, if no time limit is specified, within a reasonable time. Compliance with these deadlines is an obligation of means and may vary depending on the Customer's response time.

### 3 Conclusion of the Contract

3.1 The Client will provide Proximus with the information that Proximus deems necessary to conclude the Contract, in particular the Client's e-mail address, which will be used in the framework of the contractual relationship with Proximus. The Client is solely responsible for the information he provides to Proximus. He/she must immediately inform Proximus in writing of any change in the data provided.

3.2 Proximus reserves the right to refuse to provide the Service, without being liable to pay any compensation, for one of the following reasons

- the Customer does not respect the obligations incumbent upon him/her under another contract that links him/her to Proximus or Proximus Subsidiaries;
- in the event of proven fraud or serious doubt as to the Customer's solvency;
- the Customer does not provide a legitimate document enabling Proximus to identify him/her;
- the Customer refuses to pay the deposit demanded by Proximus;
- the Customer's infrastructure or the Proximus network does not support or has difficulty supporting the provision of the Service, for technical or other reasons; or
- Proximus notices or has good reason to believe that the Customer places illegal content on the Internet and/or that the Customer's commercial activity violates the provisions of the Contract, any applicable law, public order and good morals.

### 4 Customer's obligations

4.1 The Customer who leaves or transfers his home or business without terminating or transferring his Contract remains responsible for the payment of the sums due to Proximus and for the use of the Service.

General Conditions Business Booster – Proximus, SA a company under public law, Bd. du Roi Albert II, 27, B-1030 Brussels, VAT: BE 0202.239.951  
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- 4.2 Proximus must be immediately informed in writing of any change in one of the Client's identification elements. The Client is solely responsible for the information he provides to Proximus.
- 4.3 Unless expressly authorised to do so by Proximus, the Client is forbidden to modify the software and web portal made available to him/her for the creation of his/her online visibility.
- 4.4 The Client acknowledges that the Software is only delivered for the agreed use and remains the property of third parties and Proximus, who are the owners of the related intellectual property rights. Consequently, the Customer only has a licence to use the Software, valid for the entire duration of the protection of the intellectual property rights of the Software. The Customer undertakes not to make any copies of the Software, with the exception of a backup copy, not to modify the Software, not to resell or rent it, either wholly or partially, and furthermore to comply with all the specific licence conditions that will be communicated to him when installing or downloading certain Software. The Customer who decides to use this Software is deemed to have accepted the specific licence conditions relating to it.
- 4.5 The Customer undertakes to use the Service only for lawful purposes, in accordance with the Agreement, the terms of use, and the acceptable use policies in force on the networks to which he/she will have access via the Service.
- 4.6 The Client guarantees that the texts and logos do not infringe on the intellectual property rights of third parties and that he/she has all the rights to the content provided to Proximus. He shall ensure that the content is not offensive, misleading or immoral.
- 4.7 The intellectual property rights (including copyright) on the texts and any logos created within the framework of the Service shall be transferred to the Client, unless the Client is in default of payment.
- 4.8 The costs that Proximus must bear as a result of a breach by the Client of the provisions of the Contract shall be borne by the Client.
- 4.9 The Client declares that he has read the user guide and is familiar with the operation of the Service.
- 4.10 The Customer undertakes to provide a valid Belgian mobile telephone number and a functional e-mail address when subscribing to the Service.
- 4.11 The Client undertakes to regularly read the e-mails from the e-mail address he/she has provided to Proximus. The Client understands that his cooperation and responsiveness are essential to ensure that the Service can be provided correctly and on time. If the Client does not respond to the messages sent by Proximus during the creation phase of his Service, Proximus reserves the right to cancel his Service in return for compensation corresponding to the "installation costs" for the work undertaken. This creation period corresponds to 30 calendar days from the subscription to the Service.
- 4.12 If the Contract relates to the Advertising Booster service, the Customer agrees that Proximus shall have access under mandate from the Customer to its accounts on the various social media and online advertising platforms defined in the Contract in order to be able to perform the requested Service. Proximus will act under the instructions of the Client. The Client must have read and accepted the general terms and conditions of the following services and have read their privacy policies:
- Google Adwords:
    - General terms and conditions of Google Services: <https://policies.google.com/terms>
    - Privacy Policy: <https://policies.google.com/privacy>
  - Facebook ads:
    - Facebook Terms and Conditions: [https://www.facebook.com/policies\\_center](https://www.facebook.com/policies_center)
    - Privacy Policy: <https://www.facebook.com/about/privacy>

## **5 Prices and billing**

- 5.1 The Price of the Service includes the Service activation fee and the monthly subscription fee for the provision of the Service as set out in the Proximus Price List. The price for installation varies according to the type of Service chosen by the Customer.
- 5.2 Any change of Service or transfer of Service by Proximus will be invoiced on the basis of the start-up fee rates in force.
- 5.3 Activation fees, as stipulated in the Price List, will be charged each time the Customer subscribes to another online presence service.
- 5.4 The amounts due to Proximus for the duration of the Contract will be invoiced.
- 5.5 If Proximus terminates the contract due to the Client's failure to comply with its obligations, the subscription fees for the billing period that has begun at the time the contract is terminated remain due. Any fees already paid shall not be refunded. If these fees have not yet been paid, the Customer must pay them in full.

- 5.6 In the event of non-payment of an invoice within the period mentioned on the invoice, Proximus shall send a reminder to the defaulting Customer by any appropriate means.
- 5.7 Reminders shall give rise to the invoicing of fixed administrative costs, as set out in the Price List. The expiry of the payment deadline indicated in the reminder shall automatically put the Client in default. Interest on arrears, calculated at the legal rate, is due on the total amount of the undisputed invoice in the event of non-payment on the due date of the invoice.
- 5.8 Proximus also reserves the right to charge a lump sum if Proximus is obliged to entrust the recovery of the debt to a third party.
- 5.9 The Client acknowledges the validity and probative value of the invoices and any other document used to draw up the invoices in its dealings with Proximus.

## **6 Disputes over invoices**

- 6.1 In the event of a dispute regarding invoices, the Client must indicate the item and the amount in dispute.
- 6.2 The obligation to pay the disputed amount is then suspended, regardless of whether the dispute was addressed to the local Proximus service. The uncontested amount must be paid within the normal time limit.
- 6.3 If Proximus rejects the complaint, the disputed amount shall be immediately payable. The time limits for payment of this amount are specified in the letter containing Proximus' decision.
- 6.4 All bill disputes submitted to Proximus will be taken into account immediately.
- 6.5 If it appears that the Customer has wrongly disputed the two previous invoices or three of the last six invoices, Proximus reserves the right to demand full payment of the new disputed invoice.
- 6.6 Proximus is also authorised, if the new complaint proves to be unfounded, to invoice the costs of the analysis.
- 6.7 In order to be admissible by Proximus, complaints must be submitted within 30 days of the date on which the invoice was issued, without prejudice to the exercise of other possibilities of appeal.

## **7 Responsibility of Proximus and guarantee**

- 7.1 Proximus undertakes to create the service within the time limit set out in the product description and on condition that the Client meets its obligations to respond to Proximus' messages in a timely manner.
- 7.2 Proximus will do its utmost to ensure the execution of the Service, but the Client understands and accepts that Proximus does not give any guarantee as to the commercial effectiveness of marketing campaigns or online visibility.
- 7.3 Proximus undertakes to use all means at its disposal to ensure that its Clients have access to the Service and to the management of their online presence through a management portal.
- 7.4 Proximus reserves the right to modify, during the term of the Contract, under any circumstances and with prior notice, the characteristics of the Client's website hosting.
- 7.5 Proximus guarantees that the Software and all elements that Proximus has made available to the Client respect the rights of third parties.
- 7.6 Proximus only guarantees the compatibility with its Service of software made available through the My Business Booster management portal or the Business Booster application.
- 7.7 Proximus cannot be held responsible for the content of the Service. Proximus cannot be held responsible for the services, nor for their billing, when they are offered by third parties and accessible through its Service. Proximus does not guarantee and is not responsible for the services offered or the information disseminated via its Service. Proximus is not responsible for transactions between a third party and the Customer. It is not a party to contracts concluded between a third party and the Customer.
- 7.8 In general, Proximus is only liable in the event of fraud or serious misconduct (i.e. a violation of one of its substantial obligations) on its part or on the part of one of its employees. Its liability is limited to compensation for foreseeable, direct, personal and certain damage suffered by the Customer, to the exclusion of compensation for all immaterial and indirect damage such as additional expenses, loss of profit, loss of customers, loss or deterioration of data and loss of contracts.
- 7.9 Without prejudice to mandatory legal provisions, in all cases where Proximus is found to be liable, its liability towards the Client is limited to EUR 50,000.
- 7.10 The Client accepts that Proximus is not liable for the deletion or failure to retain information.
- 7.11 Proximus undertakes to use the technical means at its disposal to ensure access to the Service for its Clients. However, Proximus does not give any guarantee, express or implied, as to the capacity of the Service to meet the expectations or needs of the Client, nor as to the error-free or uninterrupted operation of the Service. Nor can Proximus guarantee that viruses and other forms of cybercrime or abusive access can always be blocked on the Client's website or that, in such a scenario, any data can be recovered by the Client.

**8 Customer's responsibility**

- 8.1 The Customer is obliged to ensure that the Service is used in a proper manner.
- 8.2 The communication by the Customer of confidential data concerning him or data that he considers as such via the Service takes place at his own risk. The Customer shall take all necessary measures to protect the confidentiality and integrity of his data. In compliance with the legislation in force and the present Contract, Proximus is not responsible for the disclosure of confidential data stored on its Service and its computer system. The Client is also required to protect its data and software against possible viruses.
- 8.3 The Client is solely responsible, in the event of fraud or serious misconduct, for any direct or material damage caused by him or by a third party using the Service, to Proximus or to third parties. The Client undertakes to compensate Proximus for any request, dispute, awarding of damages and interest that Proximus may be subject to as a result of the behaviour or messages that the Client or any third party using the Service subscribed to by the Client may have disseminated on the Internet or of a violation of the intellectual property rights of third parties by the Client or any third party using the Service subscribed to by the Client.
- 8.4 The Client indemnifies Proximus against all actions, claims or demands of third parties invoking an infringement of their rights resulting from the use of Proximus services by the Client or resulting from measures taken by Proximus to remedy this alleged infringement.

**9 Maintenance**

- 9.1 If the operating conditions so require, Proximus may unilaterally modify the technical characteristics of the Service, and will inform the Customer in accordance with article 20.
- 9.2 Proximus reserves the right to interrupt or limit the Service for maintenance or reorganization purposes, or in the event of disruption of the Service or other Proximus services as a result of the use or malfunction of the Service. Proximus shall ensure that the duration of such interruptions or limitations is limited to the time strictly necessary to carry out the work. Proximus shall not be liable to pay any compensation or damages for such interruptions or limitations.
- 9.3 Proximus reserves the right to remotely access the Customer's Service in order to carry out maintenance, configuration or monitoring operations. Proximus personnel must prove their status.

**10 Disruption**

Proximus provides a helpdesk for the Customer. The Proximus helpdesk is only available to resolve problems relating to the provision and support of the Service. Proximus is obliged to make all reasonable efforts to resolve the Customer's problems. The Customer has a single point of contact to help manage, modify and delete the content of his Service.

**11 Protection of personal data**

- 11.1 Proximus as data controller
- 11.1.1 Proximus processes personal data relating to its Customers, such as identification data, contact data, data on the use of Proximus products and services, and billing and payment data. In doing so, Proximus acts as a data controller. The data may be processed for the following purposes
- The conclusion of the Contract concluded with the Customer and the provision of the Services requested by the latter;
  - the administration and management of relations with the Customer;
  - the organisation of information or promotional campaigns relating to Proximus products and services, unless the Client has not consented to this;
  - the improvement and development of Proximus products and services;
- 11.1.2 Proximus files are accessible to third parties working on behalf of Proximus or for the latter.
- 11.1.3 In the cases provided for by law, Proximus shall communicate customer data to the competent public authorities on request.
- 11.1.4 The Customer has the right to access, rectify and delete data concerning him/her.  
For more information on the processing of personal data by Proximus, the purposes of the processing, the categories of personal data concerned, the collection of the data, the duration of the storage of the personal

data and the way in which the Customer can exercise his rights and communicate his privacy preferences, Proximus refers to its privacy policy on [proximus.be/privacy](http://proximus.be/privacy).

11.1.5 Proximus also entrusts the Client, who accepts, with the performance of the following obligations of Proximus arising from the Data Protection Legislation. In particular, and where applicable, the Client will :

- ensure that all personal data is accurate, complete and up-to-date;
- ensure that the data subjects to whom the personal data relate are duly informed, in accordance with the Data Protection Legislation, that their personal data may be processed by Proximus under this Contract. To this end, the Client shall inform the persons concerned of Proximus' Privacy Policy and more specifically of the way in which they may exercise their rights with regard to their personal data;
- provide, at the request of Proximus, the evidence demonstrating that the persons concerned have been duly informed

11.2 Proximus as a processor

11.2.1 When the Client (or its data controllers if the Client does not act in this capacity itself) provides personal data to Proximus and Proximus processes them on behalf of the Client for the sole purpose of providing the Service concerned, the Client will act as data controller with respect to such personal data, and Proximus will act as a processor with respect to such personal data. Proximus will act as a processor in particular when :

- Proximus stores personal data at the request of the Client, in particular in the Proximus cloud, in the Proximus e-mail service or in the context of a Client website;
- Proximus provides the Client with an application in which the Client enters personal data such as the name of his company, a photo, his telephone number for the creation of his website, his eshop and the management of his online visibility;
- The Client entrusts Proximus with personal data in order to configure the Service.

11.2.2 The Client may also use the services of Google and/or Facebook. Proximus is not involved in any way in the data processing carried out in the context of these services. Proximus does not transfer any personal data to Google and Facebook. If the Customer wishes to know more about the use of his/her personal data by Google and Facebook, the Customer is invited to refer to their respective data protection policies.

11.2.3 The personal data processed by Proximus acting as a processor may relate to the following types of data subjects: the Customer itself, its own customers, suppliers, managers, employees, workers, agents, representatives, consultants or other third parties.

Personal data may include identification information, contact data or any other type of personal data, excluding special categories of personal data such as health, genetic or biometric data.

11.2.4 Proximus will process or transfer personal data in accordance with the documented instructions of the Customer, unless Proximus is required to process or transfer personal data in another manner under the legislation of the European Union or one of its Member States. In this case, Proximus will give prior notice to the Customer, unless prohibited by law for important reasons of public interest. The Contract, including this article, constitutes all of the Customer's instructions to Proximus in this respect. Any additional or other instructions will be the subject of a written agreement between the Parties.

11.2.5 Proximus will treat personal data in strict confidence and will ensure that any natural person acting under its authority and having access to personal data undertakes to respect confidentiality or is subject to an appropriate legal obligation of confidentiality

11.2.6 Proximus shall take the technical and organizational measures agreed upon in the Contract to ensure a level of security appropriate to the risks inherent in the processing, taking into account the state of the art, the implementation costs and the nature of the personal data and the potential risks.

11.2.7 If Proximus detects a personal data breach affecting personal data in the context of the execution of the Contract, it will inform the Client as soon as possible.

11.2.8 At the request of the Client and taking into account the nature of the processing and the information made available to Proximus, Proximus will reasonably assist the Client, as far as possible, in :

- process requests from data subjects exercising their rights as data subjects;
- apply technical and organisational security measures in order to comply with the Client's security obligation with regard to the processing of personal data;
- notify personal data breaches affecting personal data to the supervisory authority and the data subject, as appropriate; and
- carry out data protection impact assessments and consult the supervisory authority in this context.

Proximus reserves the right to claim reasonable compensation for such assistance.

11.2.9 At the reasonable request of the Customer, Proximus will provide all necessary information, including existing certifications and audit reports, to prove compliance with Articles 9.2.2 to 9.2.13.

- 11.2.10 The Customer hereby grants Proximus general written permission to engage subcontractors for the processing of personal data (i) to the extent necessary for the performance of its contractual obligations under the Contract and (ii) provided that Proximus shall remain liable for any acts or omissions of its subcontractors to the same extent as its own acts and omissions under the Contract. Where applicable, Proximus will inform the Client of its intention to add or replace subcontractors, thus allowing the Client to object to such changes. If the Client has a legitimate reason to object to the processing of personal data, Proximus may not be able to continue to provide the Service to the Client and will, if necessary, be entitled to terminate this Contract.
- 11.2.11 Proximus will be allowed to transfer personal data to a country outside the European Economic Area that has not been recognized by the European Commission as offering an appropriate level of data protection if Proximus (i) has provided appropriate safeguards in accordance with the Data Protection Legislation or (ii) can rely on an exemption provided for by the Data Protection Legislation authorizing such transfer.
- 11.2.12 At the end of the Contract, Proximus will delete the personal data (unless the law requires further storage of the personal data) or, at the request of the Customer, return it to the Customer or allow the Customer to retrieve it.
- 11.2.13 Violation of the Data Protection Legislation by Proximus will only be considered as a fault of Proximus if it has acted outside or contrary to the legal instructions of the Client.

## **12 Force majeure**

Proximus may not be held liable for delays or failures in the performance of its services when these are the consequence of facts or circumstances beyond its control, unforeseeable and unavoidable (force majeure), such as war, riots, unrest, civil unrest, actions by civil or military authorities, embargoes, strikes, etc, embargoes, explosions, strikes, lock-outs or industrial disputes (including those involving its staff), power cuts (including those resulting from the application of a load-shedding plan set by the authorities), floods, prolonged frost, fires or storms, any breach of contract by a supplier or any shortage of stock with Proximus suppliers.

## **13 Assignment of the Contract**

- 11.1 The Customer may only transfer the Contract to a person domiciled or residing simultaneously at the same address. The assignor and the assignee must agree on the assignment and notify Proximus of this in a document bearing their double signature.
- 11.2 A Customer who has been forbidden by a court judgment to access and/or stay at the address where the Service is located, acknowledges that Proximus has the right to automatically transfer the Contract to the person who legally occupies the place of connection, if the latter so requests.
- 11.3 In the event of the death of the Customer, the Contract shall continue with regard to the estate until it is terminated or transferred to an heir, a legatee or a person domiciled or residing simultaneously at the same address as the deceased Customer.
- 11.4 The assignment is free of charge and includes the transfer to the assignee of all the rights and obligations arising from the Contract, with the exception of the theme and plugin licences used for the creation of his site.

## **14 Duration of the Contract and Termination**

- 14.1 The Contract is concluded for a fixed period of one year from the date of the Client's acceptance of the execution of the Service, as proposed by Proximus. From this date, the service will be active and the billing of the monthly fees will begin. The Client will receive an email confirming acceptance of the execution of the Service.
- 14.2 If the Customer cancels his order before his acceptance on the execution of the Service proposed by Proximus, he remains liable for the one-time fee for the activation of the Business Booster products, even if the Service has not been put online.
- 14.3 The Agreement shall be tacitly renewed for successive one-year periods on the expiry of each year unless terminated by either party.
- 14.4 The parties may terminate the one-year fixed-term contract on the annual expiry date. Notice must be given no later than 3 months prior to this date.
- 14.5 The parties may also terminate the One-Year Fixed-Term Contract in advance without having to state the reasons for doing so by giving written notice. The termination shall take effect 3 months after the day following the notification. During these 3 months, the Service remains active and is invoiced.



- 14.6 Any change of offer related to the Service during the period of the contract shall result in a new contract of 12 months from the date of this change.
- 14.7 The Service remains active and can therefore be restored for 30 days from the date of the termination request. Compensation will be charged in accordance with the Price List.
- 14.8 In the event of the death of the Customer, the contract will be terminated immediately if the beneficiaries notify Proximus of the death by any written means, accompanied by a supporting document.

## **15 Specific cases of suspension and termination by Proximus**

- 15.1 In the event that the Customer fails to fulfil its contractual obligations, Proximus is entitled to suspend all or part of the service(s) offered to the Customer that are the subject of the same invoice.
- 15.2 In the event of a serious breach by the Client of its obligations, in particular in the event of an obvious infringement of the law or of the rights of third parties, in the event of non-compliance by the Client with the conditions of use, in the event of jeopardising the integrity of its services and the proper functioning of the Service, Proximus may immediately block the Client's access to its Service and access to the content in question by third parties. The Client will be informed of this blocking by e-mail and/or ordinary mail within a reasonable period of time and will be given formal notice to comply with its obligations. The e-mail address that will be used is the e-mail address provided by the Client when placing the order.
- 15.3 Proximus reserves the right to take, on its own initiative, all necessary measures if the integrity and functioning of its Service are compromised.
- 15.4 If Proximus has good reason to believe that the Client is placing illegal content on the Internet (e.g. on its website, a discussion forum) or in general that the Client is using Proximus services in an unauthorised manner (e.g. infringement of the intellectual property rights of third parties), Proximus is entitled to take all measures it deems appropriate to put an end to this unauthorised use of the services, in particular to immediately remove access to the Client's content and/or to suspend the Client's access to the Proximus services, without the Client being entitled to any damages, even if the content is not ultimately illegal.
- 15.5 In the event of a reaction from the Client, Proximus is entitled to provide the complainant with any supporting documents produced by the Client.
- 15.6 The provision of the Service may be interrupted in the event of force majeure, following events beyond Proximus' control for maintenance purposes or in the event of a breakdown. Interruptions do not give any right to damages. Proximus shall endeavour to inform the Customer of interruptions within a reasonable timeframe and to limit the duration of the interruptions as much as possible.
- 15.7 The suspension of the Service ends when the Customer has complied with his obligations. When the Service is restored, a flat-rate activation fee as set out in the Price List will be charged.
- 15.8 During the entire period of suspension of the Service, the Customer shall continue to pay the subscription fee.
- 15.9 The contract shall be terminated automatically and without notice of default in the event of the bankruptcy of the Customer, the collective settlement of debts or liquidation.
- 15.10 Proximus may terminate or suspend the supply of the Service in the event of an order or injunction from an administrative or judicial authority. In this case, the Client will not be entitled to any damages.

## **16 Administration of proof**

- 16.1 Proximus and the Client agree that any communication made between them by secure electronic mail has the same legal value as written and signed correspondence.
- 16.2 Proximus and the Client agree that information relating to communications, Contracts and payments, stored by Proximus on a durable and unalterable medium, shall have evidential value until proven otherwise.
- 16.3 Proximus shall not be bound by any agreements concluded by the Client via the Service with service providers establishing other conventional methods of proof.

## **17 General**

- 17.1 The following documents, listed from the most general to the most specific, form an integral part of the present contract
- The order form, if any ;
  - The letter of confirmation ;
  - The Price List ;
  - The Business Booster Brochure;
  - the present General Terms and Conditions.

- 17.2 In case of contradiction between one or more of these documents, the following rules shall apply: the more specific document applicable to the Service concerned shall prevail over any other more general document.
- 17.3 All previous agreements and understandings, whether oral or written, shall be deemed null and void and replaced in their entirety by the provisions of this Agreement.
- 17.4 a provision of the Contract declared invalid or unenforceable shall not affect the validity of the remaining provisions.
- 17.5 The validity of the Contract subscribed to by a minor is subject to the written consent of one of his parents or guardian. This authorization must be received by Proximus together with the present Contract.

## **18 Conciliation procedure and settlement of disputes**

- 18.1 In the event of any difficulty relating to the execution of the Contract, the Client is invited to contact the local Proximus service.
- 18.2 Complaints relating to a possible unjustified disconnection of a Service must be lodged within five calendar days of the disconnection. If the complaint is submitted after this period, the time between the fifth day and the day on which the complaint is submitted shall not be taken into account for the calculation of any compensation.
- 18.3 The examination of a complaint shall end in the event of an appeal to a court.

## **19 Applicable law and competent courts**

The provisions of this Agreement are subject to Belgian law. Any dispute relating to the interpretation or application of this Agreement that cannot be resolved amicably between the Parties shall fall under the exclusive jurisdiction of the ordinary Belgian courts.

## **20 Changes to the conditions of the Contract and the Service**

- 20.1 Proximus undertakes to inform the Clients concerned, by any appropriate means, of any changes to the conditions of the contract. This information shall be given at least one month before the date of entry into force in the case of a change in the general or specific conditions or a price increase, and at least one day in advance in the case of a price decrease.
- 20.2 If the Customer does not accept the new terms and conditions when the general or specific terms and conditions are changed, he may terminate the contract free of charge at the latest on the last day of the month following the entry into force of the changes, insofar as these changes are unfavourable to the Customer. In the event of an increase or indexation, the Customer may terminate the contract without penalty at the latest on the last day of the month following receipt of the first invoice after the tariff increase comes into force. The cancellation must be made by any written means.
- 20.3 If Proximus decides to terminate the delivery of a Service, it shall inform the Customer at least six months in advance. Proximus shall not be obliged to pay any compensation to the Customer.