

SPECIFIC TERMS AND CONDITIONS

Belgacom's Belgacom Internet FAVORITE/INTENSE services, aside from connecting the computer of the person subscribing to the Belgacom Internet FAVORITE/INTENSE service (hereafter referred to as "the Customer") to Belgacom's telecommunications network by means of broadband technology, also provide a connection to the Internet.

The technical specifications of the Belgacom Internet FAVORITE/INTENSE services are described in the manuals or documents supplied to the Customer. When taking out the subscription the Customer chooses the Belgacom Internet FAVORITE/INTENSE service to which he wants to subscribe on the basis of the options afforded by the package.

Belgacom agrees to provide the Customer with a professional service.

In case the Customer opts for a Belgacom Internet FAVORITE/INTENSE service on a Belgacom TWIN or DUO line, Belgacom exceptionally authorizes the Customer, in his capacity as a Belgacom representative, to make a modification himself in the NT1 box that is part of the telecommunications infrastructure. Work carried out by the Customer may not entail operations beyond those provided for and described in the installation manual.

This contract is composed of the Acceptable Use Policy, general terms and conditions and specific terms and conditions, each document being an integral part of the contract. In case different parts of the contract contradict one another, the following order of precedence shall apply: 1. Acceptable Use Policy, 2. The specific terms and conditions, 3. The general terms and conditions.

GENERAL TERMS AND CONDITIONS

Article 1 Definitions

Broadband	Refers to the technology used to provide the service;
AUP	Acceptable Use Policy applicable to customers with a Belgacom internet access
Contract	Refers to the general and specific terms and conditions;
Equipment	Refers to the equipment required to establish the service, including the software.
ISP	Internet Service Provider
Network	Refers to the telecommunications network that is used for providing the service to the Customer.
Prices	Refers to the price(s) due for the service, as indicated in the Belgacom price list.
Service	Broadly refers to the Belgacom Internet FAVORITE/INTENSE services through which Belgacom establishes and ensures the Customer's connection on its network by means of IBroadband technology.
Software	Refers to all the elements included in the equipment that are protected by intellectual property rights and also all documentation provided to the Customer.

Article 2 Object

- 2.1. Belgacom agrees to provide the Customer (who accepts) with the service specified in the contract. The service is provided in accordance with the terms and conditions of the contract.
- 2.2. Belgacom sells the equipment and accessories in accordance with the conditions set out in the contract and at the Customer's request. Depending

on the option chosen, Belgacom also installs the equipment. When the Customer takes out a subscription to the service, Belgacom shall provide the Customer with all the requisite instructions and information so the Customer is able to use the service correctly.

Article 3 Application for access to the service

- 3.1 Any person wishing to obtain the service may submit an application form to Belgacom. The Customer shall register either on-line or at a point of sale, giving at least his name and address, the connection address to Belgacom's network, the call number of the connection and the services that are the subject of the contract.
- 3.2 Belgacom may not refuse a Customer's application for access except for one of the following reasons:
 - a. The Customer's computer and/or telecommunications equipment, notably the network, make it impossible or difficult to provide the service.
 - b. The Customer or, where applicable, his representative, refuses to identify himself and provide official documents as proof that he has an address or fixed place of residence in the European Union;
 - c. The Customer does not respect the obligations imposed on him under another agreement relating to a service provided by Belgacom.
- 3.3 In the event that the Customer is not listed in Belgacom's customer database he will only be able

to subscribe to the service if he presents himself in person at one of Belgacom's Teleboutiques.

Article 4 The Customer's obligations

- 4.1 The Customer is billed for the amounts due under the present contract.
- 4.2 Any customer who leaves or transfers his residence or company without canceling or transferring his contract, shall still be liable for any amounts payable to Belgacom and for the use of the service.
- 4.3 Customers must immediately inform Belgacom in writing of any changes in their identification details.
- 4.4 Except where explicitly authorized by Belgacom, the Customer is not entitled to change the public telecommunications infrastructure, including the connection points. The Customer must act judiciously with regard to any Belgacom equipment located on the premises that he occupies alone or jointly with other people. The Customer may not disrupt the traffic on the network or place the service in jeopardy through his actions or negligence.
- 4.5 The Customer acknowledges that the software shall remain the property of Belgacom and third parties who hold the intellectual property rights to the software, even if the equipment is sold to the Customer. This means that the Customer has only one user's license for the software, which is valid for the entire period that the software is protected by intellectual property rights. The Customer agrees not to copy the software, except to make a backup copy. He also agrees to respect the specific license conditions communicated to him at the time certain software is downloaded or installed. Customers who decide to use this software are deemed to have accepted the specific license conditions related to this software.
- 4.6 The Customer agrees to use the service in accordance with the terms and conditions specified in the contract and declares he is aware of and accepts the conditions of use that apply to the Internet.
- 4.7 Any costs incurred by Belgacom as a result of a violation by the Customer of any of the contractual provisions shall be borne by the Customer.
- 4.8 The Customer confirms he has read the rapid installation guide and knows how the service functions. The Belgacom Internet FAVORITE service is intended for the connection of one or two PC, and the Belgacom Internet INTENSE service is intended for the connection of a maximum of 4 PC's. The Customer agrees not to permanently use a dynamic IP address that would entail him having a fixed IP address, nor to use a fixed IP address. In case the Customer violates this restriction, Belgacom may, entirely at its own discretion, end the contract immediately and without formal notice, against the Customer's interests.
- 4.9 The Customer is the sole party responsible for the content of his website, for the information he submits to newsgroups and, generally speaking, for the manner in which he uses Belgacom's services. The Customer indemnifies Belgacom against any

court action, claims or allegations made by third parties, either as a result of their rights being violated by the Customer's site, or because of the nature of the information submitted by the Customer to newsgroups or, more generally, on account of the manner in which Belgacom's services are used or against claims made as a result of the measures adopted by Belgacom to remedy this alleged violation.

- 4.10 The Customer confirms he has all the necessary authorization for the content he disseminates on his website or the information he submits to newsgroups, and this on a world-wide basis and for the duration that the information is disseminated or submitted. He also confirms that he complies with the legal provisions in force.
- 4.11 The Customer is required to make a backup of his whole system and data installations before installation and he shall take all necessary steps to ensure that his software is compatible with that of Belgacom, particularly with regard to virus protection systems.
- 4.12 The Customer is required to take all steps to prevent people from hacking into his computer system, for example, by installing an effective firewall.
- 4.13 The Customer confirms he shall read the e-mails he receives on his skynet address on a regular basis.

Article 5 Prices and billing

- 5.1 The price of the service includes service activation charges and the monthly charge for the provision of the service, as set out in Belgacom's price list. Where installation is concerned, the price varies according to the type of installation chosen by the Customer. The technical specifications of the Internet Starter Favorite or Intense services are described in the manuals or documents supplied to the Customer.

Any new installation or installation transfer undertaken by Belgacom will be billed on the basis of the currently applicable installation rates.

Activation charges, as indicated in the price list, will be billed to the customer whenever the Customer moves or subscribes to another Internet service.

The Customer shall pay for any accessories purchased from Belgacom. The prices of the accessories do not cover installation by Belgacom. Installation by Belgacom is governed by the conditions relating to the installation possibilities.

- 5.2 Belgacom issues bills for the amounts it is owed. This takes the form of a telephone bill linked to the call number of the line that is used to provide the service. The service subscription charge is billed in advance in the same fashion as the telephone subscription charge. Additional volume is billed a posteriori according to the currently applicable rate. Payment must be made by direct debit or by bank transfer to the account number indicated by Belgacom, with mention of the reference information.

If the contract is terminated by Belgacom should the customer fail to comply with his/her obligations, the subscription fees regarding the started billing period at the moment of the end of the contract remain due. If these subscription fees were already paid, they will not be pro-rata reimbursed. If these subscription fees were not yet paid, the customer must pay them in full.

The bills are to be paid within 15 calendar days, counting from the day after the bill was sent.

In case the bill is not settled within the prescribed period Belgacom will send the defaulting Customer a reminder. The reminder will contain a new payment deadline of ten calendar days, counting from the date of dispatch, without prejudice to the application of Article 16 of the general terms and conditions.

In the event that two reminders, corresponding to two consecutive late payments, must be sent, fixed administrative costs will be charged.

The payment due date indicated on the reminder shall serve as official notice to the Customer. Interest on arrears, calculated at the standard legal rate + 5% (for a minimum of 12%) will become due as soon as this deadline expires.

5.3 In case the total Customer's volume consumption exceeds the volume included in the price of the service subscribed to, the Customer agrees, at Belgacom's invitation, to opt for a new service configuration that is more suited to the volume consumed. If the Customer does not change the service configuration, Belgacom will bill the Customer for the additional traffic volume on the basis of the rates in application. The procedures for changing the configuration are set out in the manual or documents supplied to the Customer.

5.4 In case the Internet Volume consumption exceeds the volume included in the price of the service the Customer has subscribed to, the peak speed of the service will be reduced by Belgacom Skynet to 64 kbps until the end of the ongoing calendar month. The Customer will receive a warning via e-mail from Belgacom Syntet when his Internet Volume approaches the maximum allowed Internet Volume.

The Customer has the possibility to check the Internet Volume he has already transferred during the ongoing month by consulting the free tool available on the Belgacom Skynet website.

The Customer can extend the Internet Volume limitation before or after the implementation of the speed limitation by ordering online via the Belgacom Skynet website a Volume Extension.

5.5. If the volume included in the subscription or in an option is not limited, the unlimited use will only be applicable in case of reasonable use of the Internet by the Customer at the location where the service is installed. Belgacom reserves the right to notify customers who regularly have a consumption of the service that is remarkably higher than the average monthly of the average customer. These customers will be asked to reduce their consumption.

Article 6 Belgacom's liability and guarantees

6.1 Belgacom can be held liable if, as a result of fault or negligence on its part, the Customer dies or suffers bodily harm. Under such circumstances, the provisions contained in Articles 6.4 and 6.5 shall not apply.

6.2 Belgacom cannot be held liable for damages resulting from the Customer's failure to meet his obligations.

6.3 Belgacom cannot be held liable for the content of communications or messages, nor for the integrity of the information transmitted on its network. Nor can Belgacom be held liable for third-party services provided via its network or the billing thereof. Belgacom does not guarantee and is not liable for services offered or information distributed through its network. Belgacom shall not be liable for transactions between a third party and the Customer. Belgacom is under no circumstances party to any contracts drawn up between a third party and the Customer, unless indicated otherwise.

6.4 Without prejudice to the provisions in the preceding paragraphs, Belgacom can only be held liable in the event of criminal deception or serious misconduct on its part or on the part of one of its employees. Under such circumstances, Belgacom's liability shall be limited to repairing only that damage suffered by the customer that was foreseeable, direct, personal and certain. This does not include the repair of any indirect or intangible damage such as additional expenses, loss of income, loss of profits, loss of customers, loss of or damage to data or loss of contracts.

6.5. In the event that Belgacom should be found liable, its liability to the Customer shall be limited to 247,894 EUR.

6.6. Belgacom only guarantees compatibility with its service in respect of modems and associated material that comply with the standards in application¹ and to the technical network interface specifications as published and regularly updated by Belgacom. In addition, Belgacom does not accept any liability for potential loss of data incurred by the Customer when the service is installed.

6.7. Belgacom shall not be liable for the splitter, whether or not this splitter has been purchased from Belgacom or installed by Belgacom.

Article 7 The Customer's liability

7.1 The Customer is required to exercise all due care when using the service. The transfer of ownership of and risks relating to the equipment and/or accessories takes place when the equipment is delivered.

¹ On September 1, 1999, INTERNET/PSTN: ANSI T1.413 Issue 2; INTERNET/ISDN: ETSI TS 101 388 V1.0.0 (1998-6)

7.2 The communication by the Customer of confidential information concerning himself, or information he categorizes as such, through the use of the service shall be done at his own risk. The Customer shall take all necessary steps to protect the confidentiality and integrity of his data. In accordance with the legislation in force and the present contract, Belgacom is not liable for the disclosure of confidential information stored on its computer system. The Customer shall also protect his data and software against any viruses.

7.3 The Customer is solely liable for any damage he or a third party using the service causes to Belgacom or third parties, regardless of whether the damage is direct or indirect, material or otherwise. The Customer agrees to reimburse Belgacom for any demand, claim or ruling relating to the payment of damages that Belgacom would be liable for as a result of the behavior or messages that the Customer or any third party using the service subscribed to by the Customer has broadcast over the Internet or as a result of a violation of the intellectual property rights by the Customer or any third party using the service subscribed to by the Customer.

Article 8 Maintenance

8.1 Should the operating or organizational conditions of the network so require, Belgacom may unilaterally modify the technical features of the service.

8.2 Belgacom reserves the right to interrupt or limit the service for maintenance or conversion purposes or if the service in question or other Belgacom services are disrupted as a result of improper use or a malfunction. Belgacom shall ensure that the time required for completing the work is kept to a minimum. Belgacom shall not be liable for compensation or damage of any sort due to such interruptions or restrictions.

8.3 Belgacom reserves the right to remotely access the Customer's modem to carry out maintenance, configuration or monitoring operations. If necessary, the Customer shall provide access to his modem to Belgacom employees. Belgacom employees will have to provide proof of their identity.

Article 9 Helpdesk

Belgacom shall make a helpdesk available to the Customer. Belgacom's helpdesk is available for solving problems relating to the service. Belgacom shall make all efforts that are reasonably required to resolve the Customer's problems. The Customer has only one point of contact for his Internet connection and Internet access.

Article 10 Equipment

10.1. The Customer authorizes Belgacom to carry out the work and fittings required for the smooth operation of the service on the Customer's premises. Such work may involve the installation, modification, repair and/or monitoring of cables, lines, telecommunications equipment and their configuration.

10.2. The Customer must allow Belgacom employees who prove their identity easy access, at any suitable time, to the premises containing the various components of the service.

10.3. Except in cases where installation has been accomplished by the Customer himself (or in the case of a telecom installation), a test will be done at the time of installation to check the service is functioning properly. If, at that time, the Customer has not made any remarks or comments about the operation of the equipment, he acknowledges that he has received the equipment in good working order without any apparent faults or defects.

10.4. The Customer may not make any changes to the equipment that would be liable to disrupt the network.

10.5. Article 103 Section 1, paragraph 1 of the Law of 21 March 1991 on the reform of certain public economic enterprises with regard to the restoration of property to its original state after installation work has been performed does not apply.

10.6. In case defective equipment or equipment showing signs of damage is returned, the Customer is entitled to have the equipment replaced provided that he purchased it at a Belgacom point of sale and he still has the receipt of sale and the equipment is still under guarantee.

In case the Internet is not available in the Customer's region and the equipment is returned within one month of the billing date, the Customer is entitled to reimbursement, provided that the equipment is not damaged.

Article 11 Code of conduct applicable to the Customer

11.1 The Service, the Equipment and the Software are only extended for the agreed use. The Customer may not, neither partially, nor completely, dispose of, resell, rent or try to sell or rent, to any third party, against any compensation.

11.2 The Customer agrees to use the Service solely for licit means, the AUP and rules of good conduct applicable to the networks that he accesses through the service.

11.3 Belgacom may give the Customer specific instructions on the use of the Network and the Service for operational, quality, legal or security reasons. The Customer agrees to follow these instructions conscientiously. More information about these instructions can be found in the "Acceptable Use Policy".

11.4 The Customer is requested to notify Belgacom of any illicit content that might be available from his network so that Belgacom can take the necessary and appropriate steps to remove this information or make it inaccessible.

Article 12 Privacy and confidentiality

12.1 Belgacom enters into its files data regarding its Customers such as identification data, data on the use the Customer makes of Belgacom products and services, data on communication traffic of the Customer, billing and payment data and technical data.

These data can be processed for the following purposes:

- delivery and billing of the services requested by the Customer;
- the interconnection with electronic communication networks of other operators and the billing thereof;
- customer administration;
- litigation administration;
- conduct of general and personalized marketing or promotional campaigns on Belgacom products and services via mailing, e-mail or SMS;
- drawing up and distribution of telephone directories and offering a telephone directory assistance service;
- combating fraud and protecting the interests of Belgacom, its employees, customers and suppliers;
- control of the quality of the services;
- conducting market surveys;
- commercialization of telephone numbers and addresses which are mentioned in the telephone directories;
- running marketing or promotional campaigns for products and services of third parties via bill insert.

Customer data is stored for maximum 10 year after the person in question is no longer customer at Belgacom. For some categories of data other terms of storage are applicable, e.g. the data on the communication traffic which may not be stored for more than 12 months.

The Customers who do not wish to receive any commercial information about Belgacom group products and services can let this know through the Local Service.

The Customers who do not wish to receive any commercial information about products and services of third parties via bill insert with the bill, they can let this know through the Local Service.

Belgacom files are made accessible to third parties working on Belgacom's group behalf and to agents and commercial partners who sell Belgacom products and services on Belgacom's behalf. In any event, their access is restricted to the data they need for the performance of their obligations vis-à-vis Belgacom. In the cases defined by law customer data can be transmitted to the proper authorities.

The Customer disposes of a right of access and rectification to his data. To this end the Customer needs to send a dated and signed request together with a copy of his identity card to Belgacom's legal department (27 Bd. du Roi Albert II, B-1030 Brussels).

12.2 Belgacom does not look at data that are not addressed to it or data communicated by the customer (e.g., via e-mail, discussion groups, web sites with restricted access) through the Internet via

its services or data arising from the customer's direct use of the Internet, except in the following cases:

- If looking at the data is necessary for the proper performance of the service and for the sound operation of the network;
- If Belgacom has reason to believe that this information concerns illegal or unlawful activities or where a third party claims that such information breaches its rights.

In order to maintain the good functioning of its network and services, Belgacom reserves the right to scan fully automatically the outgoing e-mails on viruses. By doing so, Belgacom takes no cognizance of the content of the e-mails. The outgoing e-mails of the customer that are affected by viruses can be refused by the Belgacom e-mail server.

12.3 The Customer agrees to preserve the secrecy and confidentiality of his password and access code and not to divulge them to a third party. The Customer shall be exclusively and entirely responsible each time these means of identification are used. In case of loss, theft or fraudulent use of one of these means of identification, the Customer shall either modify his password with the help of tools supplied by Belgacom or notify Belgacom of the situation as soon as possible. Such notification must be confirmed by registered letter. The Customer's liability shall only cease on the day following the date of receipt by Belgacom of the registered letter.

12.4 For the purposes of the training or supervision of staff, conversations between the Customer and Belgacom's Customer Service may be recorded or monitored by other Belgacom employees or consultants not participating in these conversations. The Customer may reject this on a call-by-call basis.

12.5 Belgacom wishes to draw the attention of the Customer to the fact that the legislation on e-commerce obliges each ISP to communicate the complaints it may receive regarding its customers to the judicial authorities.

Article 13 Force Majeure

Belgacom is not liable in the event of delays or shortcomings in providing service whenever these are the result of events or circumstances beyond its control or that are unpredictable and unavoidable, such as acts of war, riots, disturbances, civil unrest, acts on the part of civil or military authorities, embargoes, explosions, strikes, lockouts or labor conflicts (including those involving its employees), floods, prolonged frost, fires or storms, any breach of contract by a supplier or any stock shortages by a Belgacom supplier.

Article 14 Transfer of the contract

14.1 The Contract can not be transferred without the prior written consent of Belgacom.

14.2 The Customer may only transfer the contract to a person who is also domiciled or residing at the same address. The transferor and the transferee shall both agree to the transfer and shall send

Belgacom written confirmation of this, signed by both parties.

- 14.3 Any Customer who through a ruling has been prohibited to access and/or reside at the address where the connection to the service is located, recognizes Belgacom's right to automatically transfer the contract to the person who legally occupies the premises where the connection to the service is located, should this person so request.
- 14.4 If the Customer dies, the contract shall continue for the estate until it has been cancelled or transferred to an heir, legatee or person also domiciled or residing at the same address as the deceased.
- 14.5 The transfer is free of charge and includes the transfer to the transferee of all rights and obligations arising from the contract.

Article 15 Contract term

The contract shall take effect on the day that the request is accepted by Belgacom. The contract is concluded for an initial term as indicated in the Contract but with a minimum of one (1) year. Unless the Customer cancels - at the very latest **one (1) month** before the expiry of the initial period - this contract will be tacitly renewed for an unspecified period.

Article 16 Suspension and termination by Belgacom

- 16.1 If the Customer fails to meet all of part of his obligations arising from this contract, Belgacom can fully suspend the service without prejudice to the other obligations of the contract should the Customer, after having received a letter advising him of the situation, have taken no remedial action within ten business days of the letter having been sent.
- 16.2 In case of serious failure on the part of the Customer with regard to meeting his obligations, particularly in case of a clear violation of the law or non-adherence to the Code of Conduct or the jeopardizing of the integrity of Belgacom's services or the proper functioning of its network, Belgacom may immediately block the Customer's access to its network and third parties' access to the contents in question. The Customer shall be informed by e-mail and/or by letter of this block and given official notice to respect his obligations. The e-mail address that shall be used in these cases is the Skynet e-mail address of the Customer.

Belgacom reserves the right to take on its own initiative all necessary measures in case the integrity of its services and the good functioning of its network are endangered. These measures can consist of the automatic activation of an anti-spam protection in case of spam attacks that jeopardize the good functioning of the network, the freezing of the access to its services for a given customer or the freezing of the access to a given customer's content for third parties.

If Belgacom observes that the system of the customer is not protected against open relay/open proxy or if because of an open relay/open proxy

system of the customer (see art. IV. 7) damage is caused to the network and/or the services of Belgacom, for example if normal e-mail traffic is blocked by a large quantity of e-mails or if the system of the customer is used by hackers, Belgacom has the right to suspend completely or partially the services to the customer without prior notice. The customer is informed of the suspension by ordinary mail. The services will be resumed from the moment Belgacom has received written confirmation from the customer that the necessary precautions have been taken.

Belgacom can cancel the contract if the customer does not respect his obligations and does not formally commit himself to respecting them in the future within five (5) working days following the sending of the formal notice. The contract cancellation gives the customer no right to any claim for any damages.

- 16.3 Should Belgacom receive a complaint from a third party, in whatever form, alleging that its rights are violated by the contents inserted by the Customer or by the way in which the Customer uses Belgacom's services, Belgacom may choose to withdraw the content in question or temporarily suspend the Customer's access to Belgacom's services if, after having given notice by e-mail and/or letter, the Customer has not remedied the situation within five business days, counting from the day following the notice's date of dispatch. In case of a response from the Customer, Belgacom is entitled to transmit any possible supporting documents provided by the Customer to the complainant. If the complainant deems these documents to be unsatisfactory justification, Belgacom has the right, depending on circumstances, to withdraw the alleged violating content in question from the newsgroup or temporarily suspend the Customer's access to Belgacom's services without the Customer being entitled to any damages. This provision shall apply at all times, regardless of the nature of the content that is the subject of the complaint, including any hyperlinks and documents inserted by the Customer in his contributions to the newsgroup.
- 16.4. Making the hosting services and newsgroups available may be suspended in cases of force majeure or circumstances beyond Belgacom's control, or for maintenance work or in case of breakdowns. These disruptions shall not entitle people to claim damages. Belgacom shall endeavor to notify its customers of any disruptions within a reasonable period of time and shall limit the duration of such disruptions to as brief a period as possible.
- 16.5. Suspension of the service will end whenever the Customer has complied with his obligations. The service shall be restored when the Customer has paid the fixed activation charges indicated in the price list..
- 16.6 Throughout the entire time that the service is suspended, the payment of the cost shall remain due.
- 16.7 Without prejudice to the other provisions of the Contract, if the Customer does not rectify the situation within fifteen working days after the suspension, Belgacom may terminate the Contract

ipso jure, subject to minimum notice of fifteen working days being served by registered mail.

16.8 In the event Belgacom has suspended or cancelled the contract for the PSTN-line of the Customer in implementation of the general terms and conditions for telephony, the Contract for the Internet service shall also be suspended or cancelled ipso iure.

16.9 Belgacom can legally cancel the contract, without having to send official notice, in the event that the Customer is bankrupt or goes into liquidation.

16.10 In case Belgian or European provisions of law, jurisprudence or regulatory measures cause Belgacom to have to modify the prices or the content of the contract or to terminate the contract, Belgacom will inform the customer thereof by any appropriate means. Parties shall consider such a termination or modification as a case of force majeure. Belgacom can make such a modification or termination immediately and without having to pay any indemnities to the Customer.

Article 17 Termination by the Customer

The Customer may terminate the contract before the end of the initial contract period, for whatever reason. In that case Belgacom has the right to legally demand compensation for the premature termination of the contract. This compensation is set at an irrevocable, flat-rate amount of the total of the monthly payments still owing up to the normal expiry date of the Contract.

After the expiry of the initial contract period, the Customer may terminate the contract at any time subject to notice of at least **one (1) month**, or failing that, the payment of an equivalent indemnity. The notice must be served by registered letter or in person at a Belgacom point-of-sale. In the event of the latter, the Customer will be provided with an acknowledgement of receipt.

Article 18 Notifications

Unless expressly stipulated otherwise, all written notifications should be sent by letter (postage paid) or delivered to Belgacom or to the Customer at the address specified by the latter at the time of the order.

Article 19 Submitting proof

19.1 Belgacom and the Customer hereby agree that any communication made between them by secured e-mail shall carry the same legal force as written or signed correspondence.

19.2 Belgacom and the Customer agree in saying that the information relating to the communications, contracts and payments stored by Belgacom on a durable and unchangeable format shall be deemed convincing until proven otherwise.

19.3 Belgacom shall not be bound by any agreements the Customer, by using the service, may have concluded with service providers who may have instituted other conventional methods of proof.

Article 20 General information

20.1 The specific terms and conditions and the general terms and conditions make up the entirety of the contract concluded by the parties on the subject.

20.2 All previous agreements, verbal or written, shall be considered as null and void and shall be entirely replaced by the terms and conditions of the present contract.

20.3 Any provision of the contract that is deemed legally null and void or non-applicable shall not affect the validity of the other provisions.

20.4 The validity of the contract subscribed to by a minor is subject to the written consent of one of his parents or his guardian. This authorization must be submitted to Belgacom along with this contract.

Article 21 Conciliation procedure and dispute settlement

Complaints submitted to Belgacom

21.1 In the event of difficulties relating to the implementation of the Contract, the Customer should contact the Belgacom Local Service.

21.2 Complaints relating to any unjustified disconnection of the line must be lodged with Belgacom within five calendar days of the deactivation. If a complaint is not filed within this deadline, the period between the fifth calendar day and the day on which the claim is filed will not be taken into account for the purposes of calculating any compensation.

Complaints submitted to the Telecommunications Ombudsman Service

21.3 The Customer may apply to the Telecommunications Ombudsman's Service, which is officially attached to the Belgian Institute for Postal Services and Telecommunications (BIPT/IBPT). The Telecommunications Ombudsman's Service is completely independent of Belgacom. Within its field of competence, the Service does not receive instructions from any public authority.

21.4 The address and telephone number of the Ombudsman's Service are listed in the telephone directory information pages. Belgacom will also communicate these details to customers on request. The Customer has the choice between contacting the French-language or Dutch-language Ombudsman.

21.5 Complaints are only admissible if they are lodged in writing. The Customer may nevertheless contact the Ombudsman if he/she wishes to be fully informed of his/her rights.

21.6 A complaint is only admissible if the Customer can show that he/she first took the necessary steps via Belgacom.

21.7 The Telecommunications Ombudsman's Service is under no obligation to handle claims relating to incidents which took place more than one year before a complaint is submitted. Investigation ceases if a complaint is brought before the courts.

Article 22 Applicable law and competent jurisdiction

The provisions of this contract are governed by Belgian law.

Any dispute relating to the interpretation or enforcement of this contract that cannot be amicably resolved between the parties shall fall under the sole jurisdiction of the regular law courts of Brussels.

Article 23 Amendments to the terms and conditions of the contract

Belgacom hereby agrees to inform the Customer, at least fifteen days in advance and using any appropriate means, of any modifications to the terms and conditions of the contract or to the prices.

If the Customer rejects any change to the General Terms and Conditions, the Specific Terms and Conditions or to the rates, he/she may terminate the Contract, without being liable for the compensation referred to in Article 17, by serving notice at least four calendar days before the change is due to come into effect by registered letter or in person at a Belgacom point-of-sale. In the event of the latter, the Customer will be provided with an acknowledgement of receipt.